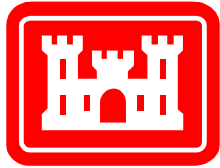


**Memphis District**

**Invitation for Bid No. DACW66-00-B-0002**



**US Army Corps  
of Engineers®**

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**Project Title:**

**GOOSE POND PUMPING STATION  
DOLPHIN REPLACEMENT - MAINTENANCE**

**Location:**

**CAIRO, ALEXANDER COUNTY, ILLINOIS**

**Construction Solicitation  
and Specifications**

**THIS IS AN UNRESTRICTED SOLICITATION**

**Date: NOV 1999**

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<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DACW66-00-B-0002	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	11/4/99	

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	W38XGR-9183-4476	DACW66-00-B-0002
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
	W38XGR	
U S ARMY ENGINEER DISTRICT, MEMPHIS CONTRACTING DIVISION (CEVM-CT) 167 NORTH MAIN STRET B202 MEMPHIS, TN 38103-1894		ADDRESS SAME AS BLOCK 7. HAND DELIVERED BIDS RECEIVED IN ROOM 681, CLIFFORD DAVIS FEDERAL BUILDING, 167 NORTH MAIN STREET, MEMPHIS, TN
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	WENDELL NORMAN	(901) 544-0775

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

The work required is for Goose Pond Pumping Station, Dolphin Replacement, Cairo, Alexander County, Illinois, Mississippi River and Tributaries - Maintenance.

#### Description of Work:

The work consists of furnishing all plant, labor, materials, and equipment for performing all operations necessary for removing and replacing one 3-pile, concrete-filled and painted, steel pipe dolphin adjacent to the outlet structure of Goose Pond Pumping Station as indicated on the drawings; and environmental protection.

The estimated value of the proposed work is between \$100,000.00 and \$250,000.00.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>150</u> calendar days after receiving	
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>Sec. 00800, Para. 1.1</u> .)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

#### 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1430 (hour) local time 12/07/99 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)				15. TELEPHONE NO. (Include area code)			
				16. REMITTANCE ADDRESS (Include only if different than Item 14)			
CODE		FACILITY CODE					
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within ____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)							
<div style="display: flex; align-items: center;"> <div style="width: 100px; text-align: right; font-weight: bold;">AMOUNTS</div> <div style="width: 100px; text-align: center;">▶</div> </div>							
18. The offeror agrees to furnish any required performance and payment bonds.							
<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)							
AMENDMENT NO.							
DATE							
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20B. SIGNATURE			20C. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
21. ITEMS ACCEPTED:							
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA			
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  <input type="checkbox"/> 10 U.S.C. 2304(c) (     ) <input type="checkbox"/> 41 U.S.C. 253(c) (     )			
26. ADMINISTERED BY			CODE	27. PAYMENT WILL BE MADE BY			
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>							
<input type="checkbox"/> <b>28. NEGOTIATED AGREEMENT</b> (contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.				<input type="checkbox"/> <b>29. AWARD</b> (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.			
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)				31A. NAME OF CONTRACTING OFFICER (Type or print)			
30B. SIGNATURE			30C. DATE	31B. UNITED STATES OF AMERICA  BY			31C. AWARD DATE

GOOSE POND PUMPING STATION  
DOLPHIN REPLACEMENT  
CAIRO, ALEXANDER COUNTY, ILLINOIS

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>U/M</u>	<u>U/P</u>	<u>AMOUNT</u>
0001	Mobilization and Demobilization	1	LS	XXXX.XX	\$_____.____
0002	Environmental Protection	1	LS	XXXX.XX	\$_____.____
0003	Remove Existing Dolphin #5	1	LS	XXXX.XX	\$_____.____
0004	Piling, Steel Pipe	292	LF	_____.____	\$_____.____
0005	Concrete	1	LS	XXXX.XX	\$_____.____
0006	Miscellaneous Metalwork	1	LS	XXXX.XX	\$_____.____
0007	Remove and Replace Existing Stone Protection	1	LS	XXXX.XX	\$_____.____
0008	Painting	1	LS	XXXX.XX	\$_____.____
<b>Total Items 0001 through 0008</b>					<b>\$_____.____</b>

Note: Bidders shall furnish unit prices for all items listed on the schedule of bid items that require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items, but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY ITEM, HIS BID WILL BE DECLARED NONRESPONSIVE.

Award will be made as a whole to one bidder.

All quantities are estimated except where unit is given as "JB", "LS" or "EA".

Job (JB) units of measure indicate the same designation for a particular item of work including incidental work associated with the item.

If a bid or modification to a bid based on unit prices is submitted and provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in bid schedule must be stated, or, if it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

Bidders are cautioned to read the contract clause entitled "Required Central Contractor Registration" located in section 00700.

INVITATION: DACW66-00-B-0002

PLANT AND EQUIPMENT SCHEDULE

[TO BE ATTACHED TO BID FORM]

AVAILABLE PLANT TO BE USED

\* \_\_\_\_\_

No.	TYPE	CAPACITY	MANUFACTURER	AGE & CONDTION	LOCATION
			* _____		
			* _____		

\*PROVIDE SEPARATE TABLE FOR EACH TYPE OF EQUIPMENT SUCH AS CONCRETE PLANT, MATERIAL HANDLING, HAULING, ETC. USE ADDITIONAL PAGE IF NECESSARY.

ENG FORM 1619-R

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (FEB 1999)**

- a. The offeror's attention is called to the Equal Opportunity Clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- b. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	:	Goals for female participation for each trade
	:	
Non-SMSA Counties 11.4	:	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- c. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- d. The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

(1) Name, address and telephone number of the subcontractor;

(i) Employer identification number of the subcontractor:

- (2) Estimated dollar amount of the subcontract;
- (3) Estimated starting and completion dates of the subcontract; and
- (4) Geographical area in which the subcontract is to be performed.

e. As used in this Notice, and in the contract resulting from this Solicitation, the “covered area” is Economic Area 107, St. Louis, MO, as follows:

Non-SMSA Counties.....11.4

IL Alexander, IL Bond; IL Calhoun, IL Clay, IL Effingham, IL Fayette;  
IL Franklin; IL Greene, IL Jackson; IL Jasper; IL Jefferson, IL Jersey;  
IL Johnson; IL Macoupin; IL Marion; IL Montgomery; IL Perry,  
IL Pulaski; IL Randolph; IL Richland; IL Union; IL Washington;  
IL Wayne; IL Williamson; MO Bollinger; MO Butler; MO Cape Girardeau;  
MO Carter; MO Crawford; MO Dent; MO Gasconade; MO Iron;  
MO Lincoln; MO Madison; MO Maries; MO Mississippi;  
MO Montgomery; MO Perry; MO Phelps; MO Reynolds; MO Ripley;  
MO St. Francis; MO Ste. Genevieve; MO Scott; MO Stoddard;  
MO Warren; MO Washington; MO Wayne

(FAR 52.222-23)



## General Decision Number IL990016

General Decision Number IL990016 Superseded General Decision No.  
IL980016

State: Illinois

Construction Type:

HEAVY

HIGHWAY

County(ies):

ALEXANDER	JACKSON	RANDOLPH
CLAY	JASPER	RICHLAND
CRAWFORD	JEFFERSON	SALINE
EDWARDS	JOHNSON	UNION
EFFINGHAM	LAWRENCE	WABASH
FAYETTE	MARION	WAYNE
FRANKLIN	MASSAC	WHITE
GALLATIN	PERRY	WILLIAMSON
HAMILTON	POPE	
HARDIN	PULASKI	

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECT (excluding tunnels, building structures in rest areas projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction, other major bridges)

Modification Number	Publication Date
---------------------	------------------

0	03/12/1999
1	03/19/1999
2	04/02/1999
3	05/07/1999
4	05/14/1999
5	05/21/1999
6	06/04/1999
7	08/06/1999
8	08/20/1999
9	09/03/1999
10	10/08/1999

COUNTY(ies):

ALEXANDER	JACKSON	RANDOLPH
CLAY	JASPER	RICHLAND
CRAWFORD	JEFFERSON	SALINE
EDWARDS	JOHNSON	UNION
EFFINGHAM	LAWRENCE	WABASH
FAYETTE	MARION	WAYNE
FRANKLIN	MASSAC	WHITE
GALLATIN	PERRY	WILLIAMSON
HAMILTON	POPE	
HARDIN	PULASKI	

CARP0347G 08/01/1998

	Rates	Fringes
CRAWFORD, EFFINGHAM & JASPER COUNTIES:		
CARPENTERS	21.29	5.76
MILLWRIGHTS	19.23	5.99
PILEDRIVERMEN	21.79	5.76

-----		
CARP0634B	08/01/1997	
	Rates	Fringes
CLAY, EDWARDS, FAYETTE, LAWRENCE, MARION, RICHLAND, & WABASH COUNTIES:		
CARPENTERS & PILEDRIVERMEN	19.03	7.02
MILLWRIGHTS	19.03	7.02
-----		
CARP0636A	08/01/1997	
	Rates	Fringes
HAMILTON, JEFFERSON, WAYNE, & WHITE COUNTIES:		
CARPENTERS	19.03	7.02
PILEDRIVERMEN & MILLWRIGHTS	19.03	7.02
DIVERS (receive 1 1/2 times carpenter rate plus fringes and \$25 per day for equipment)		
RANDOLPH COUNTY:		
CARPENTERS, PILEDRIVERMEN, AND MILLWRIGHTS	20.06	5.84
DIVERS (receive 1 1/2 times carpenter rate plus fringes and \$25 per day for equipment)		
-----		
CARP0640A	08/01/1999	
	Rates	Fringes
ALEXANDER, FRANKLIN, HARDIN, MASSAC, JACKSON, PERRY, POPE, JOHNSON, GALLATIN, PULASKI, SALINE, UNION, & WILLIAMSON COUNTIES		
CARPENTERS, MILLWRIGHTS, PILEDRIVERS & SOFT FLOOR LAYERS	19.96	8.48
DIVERS (Receive 1 1/2 times Carpenter's rate plus fringe benefits and \$25.00 per day for equipment)		
-----		
ELEC0016B	10/01/1996	
	Rates	Fringes
WABASH COUNTY		
ELECTRICIANS	22.85	2.80+15.5%
-----		
ELEC0051E	03/01/1998	
	Rates	Fringes
FAYETTE COUNTY (North of Avena, Bear Grove, Sefton, and Sharon TWPS)		
LINE CONSTRUCTION:		
Lineman	24.96	2.00+24.75%
Equipment Operator (All crawler type equipment larger than D-4, 15 ton crane or larger)		
	23.20	2.00+24.75%
Groundman-Truck Driver w/winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 & smaller backhoe 3/4 yard & under, & may drive bucket truck & live boom type line trucks)		
	17.50	2.00+24.75%
Groundman-Truck Driver w/o winch	16.45	2.00+24.75%
Groundman	15.63	2.00+24.75%
-----		

ELEC0146D 12/01/1996		
	Rates	Fringes
EFFINGHAM (Banner, Bishop, Douglas, Liberty, Lucas, Moccasin, St. Francis, Summit, & Teulopolis TWPS), & FAYETTE (Hurricane, S. Hurricane, Ramsey, Bowling Green, Carson, & Loudon TWPS)		
COUNTIES:		
ELECTRICIANS	22.10	5.46+3%
-----		
ELEC0309D 12/01/1997		
	Rates	Fringes
RANDOLPH COUNTY (Red Bud Twp)		
ELECTRICIANS	26.51	41.5%
-----		
ELEC0309I 11/30/1998		
	Rates	Fringes
RANDOLPH (Red Bud Township) COUNTY:		
LINE CONSTRUCTION:		
Lineman	27.33	41.82%
Groundman Equipment Operator	23.71	41.82%
Groundman Truck Driver	19.40	41.82%
Groundman	17.76	41.82%
-----		
ELEC0702A 09/01/1999		
	Rates	Fringes
ALEXANDER, CLAY, EDWARDS, EFFINGHAM (Excluding Banner, Bishop, Douglas, Liberty, Lucas, Moccasin, St. Francis, Summit and Teulopolis TWPS), FAYETTE (Excluding Hurricane, S. Hurricane, Ramsey, Bowling Green, Carson and Loudon TWPS), FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, AND WILLIAMSON COUNTIES		
ELECTRICIANS	25.90	3.24+19.5%
-----		
ELEC0702B 08/31/1998		
	Rates	Fringes
ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN, FAYETTE (Excludes portion N. Avena), GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, PERRY, POPE, PULASKI, RANDOLPH (Except Red Bud Twps), RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, & WILLIAMSON COUNTIES:		
LINE CONSTRUCTION:		
Lineman	28.29	2.00+20%
Groundman Equipment Operator (All crawler type equipment D-4 and larger)	23.38	2.00+20%
Groundman Equipment Operator (All other equipment)	20.93	2.00+20%
Groundman	17.35	2.00+20%
-----		
ELEC0725D 06/01/1993		
	Rates	Fringes
CRAWFORD, JASPER, LAWRENCE, & RICHLAND COUNTIES		
ELECTRICIANS	18.77	2.26+3%
-----		
ENGI0318A 01/01/1999		
	Rates	Fringes
ALEXANDER, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON,		

JOHNSON, MASSAC, POPE, PULASKI, SALINE, UNION, WHITE, &  
WILLIAMSON COUNTIES

POWER EQUIPMENT OPERATORS:

GROUP 1	22.52	6.70+a
GROUP 2	20.62	6.70+a
GROUP 3	19.87	6.70+a
GROUP 4	19.22	6.70+a
GROUP 5	18.62	6.70+a
RIVER WORK ONLY:		
GROUP 6	22.62	6.70+a
GROUP 7	19.17	6.70+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Apsco or equal spreading machine, Backhoe, Boom or winch cat, Bituminous mixplane, Blacksmith, Bituminous Surfacing machine, Bulldozer, Crane, Shove, Dragline, Truck crane, Pile Driver, Concrete Finishing Machine or Spreader Machine, Concrete Breaker, Concrete or Pumpcrete Pump, Dinky or Standard Locomotives, Well or Caisson Drills, Elevating Grader, Fork Lifts, Flexplane, Gradall, Hi-Lift, Hoists, Gut-Derricks, Hyster, Mechanic, Motor Patrol, Mixers - 21 cu. ft. or over, Push cats, Pulls, & Scrapers, Two Well Point Pumps, Pulverizer or Tiller, Pugmill, Rubber-Tired Farm Type Tractor with Bulldozer/ Blade/Auger or Hi-Lift over 1/2 yd., Jersey Spreader, Track Air used with drill or Hi-Lift, Trenching or Ditching Machines, Wood Chipper W/Tractor, Self-Propelled Roller W/Blade, Equipment Greaser, Self-Propelled Pump Grinder on Concrete Highway pavement.

GROUP 2: Air Compressor W/Valve Driving Piling, Two Air Compressors (220 cu. ft. capacity or over), Two Airtract Drills, Airtract Drill W/Compressor, Automatic Bins or Scales W/Compressor or Generator, Pipeling Boring Machine, Bulk Cement Plant W/Separate Compressor, Power Operated Bullfloat, Hydra-Lift W/Single Motor, Straw Mulcher Blower W/Spout, Self-Propelled Roller/Compactor, Back-End Man on Bituminous Surfacing Machine

GROUP 3: Boom or Winch Truck, Two Conveyors, Self-Propelled Concrete saw, Self-Propelled Vibrator, Any Type Tractor Pulling and Type Roller or Disc, Rubber Tired Farm Type Tractor W/Bland/Bulldozer/Auger/Hi-Lift 1/2 yd. or Less, Elevator Operator, Self-Propelled Chip Spreader, Form Grader, Truck Crane Oiler

GROUP 4: Air-Track Drill (one), Belt Drag Machine, Power Broom, Mechanical Plasterer Applicator, Trac-Air, Air Compressor (220 cu. ft. or over) one, Air Compressor (under 220 cu. ft.) four, Automatic Bin, Bulk Cement Plant Self-Propelled form Tamper, Light Plants (4), Welding Machine (4), Pumps (4), or Combination of Four Pumps, Litht Plants, Welding Machines, Air-Compressors (under 200 cu. ft.), Mudjacks or Wood Chipper, Mixer-Less Than 21 cu. ft., Mortar Mixer W/Skip or Pump, Pipeline Tract Jack

GROUP 5: One Air Compressor (under 220 cu. ft.), One Conveyor, One Motor Driven Heater, One Light Plant, One Pump, One Welding Machine One, Ulmac or Equal; Spreader, Conveyor Operator on Self-Propelled Chip Spreader, Oiler.

GROUP 6: Crane, Shovel, Dragline, Scrapers, Dredge, Derrick, Pile-Driver, Push Boat, Mechanic, Engine-Man on Dredge, Lever-Man on Dredge, APSCO or equal Spreading machine, Backhoe, Backfiller, Boom or Winch Cat, Bituminous Mixplane Machine, Blacksmith, Bituminous Surfacing machine, Bulldozer, Truckcrane, Concrete

Finishing machine or Spreader machine Concrete Breaker, Concrete or Pumpcrete machines, Dinky or Standard Locomotives, Well Drill, Elevating Grader, Forklifts, Flexplane, Gradeall, Hi-Lift, Power Handblade, Tugger type Hoist, Hoist Lift Two Drum (or over one), Guyderrick, Hyster, Motor Patrol, Mixers - 21 cu. ft. or over, Push Cat, Pulls Scrapers, Pumps Two Well Points, Equipment Greaser, P&H Pulverizer or Pulverizer equal to Pugmill, Pugmill, Rubber-Tired Farm type tractor W/Bulldozer/Blade/Auger or Hi-Lift-over Byd, Skimmer Scoops, Seaman Tiller, Jersey, Spreader, Tract-Air used with Drill or Hi-Lift, Trenching or Ditching Machine, Wood Chipper W/Tractor, Self-Propelled Roller W/Blade, Concrete Pumps, Small Equipment Operators.

GROUP 7: Oiler or Fireman on Crane, Dragline, Shovel, Dredge, Truck Crane, Pile Driver, Gradall, Dinky or Standard Locomotive, Guy Derrick, Trenching Machine or Ditching Machine 80 H.P. and over, All Terrain (Cherry-Picker) Cranes with 20 ton Lifting Capacity or over, Deck Oiler on Ohio River

Footnote:a-Hazardous Waste Premium:

Level (A)-recieve \$1.00 above rate.

Level (B)-receive \$.75 above rate.

Level (C)-receive \$.50 above rate.

Level (D)-receive \$.25 above rate.

-----  
ENGI0520B 08/01/1998

	Rates	Fringes
FAYETTE, JEFFERSON, MARION, PERRY, RANDOLPH COUNTIES		
POWER EQUIPMENT OPERATORS:		
GROUP 1	22.60	10.35
GROUP 2	17.89	10.35
GROUP 3	17.05	10.35
GROUP 4	16.72	10.35
GROUP 5	23.15	10.35
GROUP 6	23.45	10.35
GROUP 7	23.73	10.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes; Draglines; Shovels; Skimmer Scoops; Clamshells or Derrick Boats; Piledrivers; Crane type Backhoes; Asphalt Plant Operator; Concrete Plant Operator; Dredges; Asphalt Spreading Machines; Locomotives; Cableways or Tower Machines; Hoists; Hydraulic Backhoes; Ditching Machines or Backfiller; Cherry Pickers; Overhead Crane; Roller; Concrete Paver; Concrete Breakers and Pumps; Bulk Cement Plants; Cement Pumps; Derrick type Drills; Boat Operators; Motor Graders or Pushcats; Scoops or Tournapulls; Bulldozers; End Loaders or Forklifts; Power Blade o Elevating Grader; Winch Cats; Boom or Winch Trucks or Boom Tractor; Pipewrapping or Painting Machines; Drills (other than Derrick type); Mud Jacks; Well Drilling Machines; Mixers; Conveyors (two); Air Compressors two; Water Pumps regardless of size; Welding Machines Two; Siphons or Jets Two; Winch Heads or Apparatus Two; Light Plants Two; Tractors regardless of size straight (tractor only); Firemen on Stationary Boilers; Automatic Elevators; Form Grading Machines; Finishing Machines; Power Sub-Grader or Ribbon Machine; Longitudinal Floats; Distribution operator on trucks; Winch Heads or apparatuses (1); Excavators; Mobile Track Air and Heater (2 to 5); Heavy Equipment Greaser and all other operators not listed below.

GROUP 2: Air Compressor One; Water Pump regardless of size One;

Welding Machine One; 1-Bag Mixer One; Conveyor One; Siphon or Jet; Light Plant One; Heater One; Immobile Track Air One  
 GROUP 3: Firemen on Whirlies and Asphalt Spreader Oiler; Heavy Equipment Oilers; Truck Cranes; Monigans; Large over 65 tons capacity; Concrete Plant Oiler and Black Top Plant Oiler  
 GROUP 4: Oilers  
 GROUP 5: Master Mechanic; Operators on equipment with Booms, including Jibs, 100 ft and over, but less than 150 ft  
 GROUP 6: Operators on equipment with Booms, including Jibs, 150 ft and over, but less than 200 ft  
 GROUP 7: Operators on equipment with Boomns, including Jibs, 200 ft and over; Tower Cranes, and Whirley Cranes

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 ENGI0841E 04/01/1999

Rates Fringes  
 CLAY, CRAWFORD, EDWARDS, EFFINGHAM, JASPER, LAWRENCE, RICHLAND, WABASH, & WAYNE COUNTIES

POWER EQUIPMENT OPERATORS:

GROUP 1	22.50	8.00
GROUP 2	14.85	8.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilazer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching

Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine-Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400 ft, Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler\_Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (And Similar Type of Equipment).

IRON0046G	05/01/1999		
		Rates	Fringes
EFFINGHAM (Excluding Dexter & East thereof), FAYETTE (Avena & North thereof) COUNTIES			
IRONWORKERS		20.15	9.80
IRON0103G	04/01/1999		
		Rates	Fringes
CLAY (Louisville & South thereof), EDWARDS, FRANKLIN (Northeast corner), GALLATIN, HAMILTON, JEFFERSON (East of Mt. Vernon), LAWRENCE (Southern 1/2 including Lawrenceville), MARION (Southeast), RICHLAND (Southern 1/2), SALINE (Northeastern 1/3), WABASH, WAYNE, & WHITE COUNTIES			
IRONWORKERS		20.90	9.05
IRON0392B	08/01/1999		
		Rates	Fringes
FAYETTE (Southern 1/2 below Brownstown), JACKSON (Remainder), JEFFERSON (Mt. Vernon & area West thereof), MARION, PERRY, & RANDOLPH COUNTIES			
IRONWORKERS		21.60	10.40
IRON0439C	06/01/1999		
		Rates	Fringes
CLAY (Except Louisville & South thereof), CRAWFORD, EFFINGHAM (Dexter & East thereof), JASPER, LAWRENCE (Northern half excluding Lawrenceville), & RICHLAND COUNTIES			
IRONWORKERS		20.75	9.65
IRON0782F	05/01/1999		
		Rates	Fringes
ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON (Except Ava and Elkhville TWPS), JOHNSON, MASSAC, PERRY, POPE, PULASKI, SALINE (Except vicinity of El Dorado and area Northeast thereof), UNION, & WILLIAMSON COUNTIES:			
IRONWORKERS		18.85	8.40
LABO0459D	08/01/1997		
		Rates	Fringes

## RANDOLPH (SPARTA &amp; VIC.) COUNTY:

## LABORERS:

## HEAVY CONSTRUCTION:

GROUP 1-	18.55	7.85
GROUP 2-	18.80	7.85
GROUP 3-	19.05	7.85
GROUP 4-	20.075	7.85

GROUP 1 - General Laborers

GROUP 2 - Work in septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzles men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on bottom of sewer trenches on the final grading, laying or caulking of perforated sectional sewer pipe; High time (20 feet or over), where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulf-seal and/or other coal derivatives

GROUP 3 - Brick masons and plasterer tenders

GROUP 4 - Dynamite and Powder men

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LABO0738A 04/01/1999

	Rates	Fringes
ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, & WILLAIMSON COUNTIES:		

LABORERS	17.45	7.25
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Asbestos abatement and removal of hazardous materials from non-mechanical systems; and hazardous and toxic waste clean up

	17.45	7.40
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LABO0925B 08/01/1997

	Rates	Fringes
RANDOLPH COUNTY (Chester and vicinity)		

LABORERS (HEAVY CONSTRUCTION):

GROUP 1	18.35	8.05
GROUP 2	18.60	8.05
GROUP 3	18.85	8.05
GROUP 4	19.875	8.05

## LABORERS CLASSIFICATIONS

GROUP 1: General Laborers

GROUP 2: Work in septic tanks, cess-pools, or dry wells (old or new); All feeders, mixer and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking of luting asphalt; Burning or cutting with torch; Working on bottom of sewer trenches on the final grading, laying or caulking of performed sectional sewer pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3: Brick mason tenders, and plasterer tenders

GROUP 4: Dynamite and powder men

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LABO1280A 04/01/1999

	Rates	Fringes
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CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FAYETTE, HAMILTON, JASPER,  
JEFFERSON, LAWRENCE, MARION, RICHLAND, WABASH, WAYNE, & WHITE  
COUNTIES

LABORERS	17.45	7.25
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Asbestos Abatement and Removal of Hazardous Materials from Non-Mechanical Systems; and Hazardous and Toxic Waste Clean up	17.45	7.40
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\* PAIN0058F 05/01/1999

Rates	Fringes
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FAYETTE COUNTY

INDUSTRIAL PAINTERS:

Brush	22.60	5.75
Spraying, Blasting, and Steam Cleaning	24.60	5.75

\* PAIN0058G 05/01/1999

Rates	Fringes
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FAYETTE COUNTY

BRIDGE PAINTERS:

Brush	22.60	5.75
Spray and Blast	24.60	5.75

\* PAIN0058R 05/01/1999

Rates	Fringes
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ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, PERRY,  
POPE, PULASKI, RANDOLPH, SALINE, UNION, & WILLIAMSON COUNTIES:  
PAINTERS

18.77	6.03
23.07	6.03

PAINTERS (BRIDGES & DAMS)

\* PAIN0124B 05/01/1999

Rates	Fringes
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CLAY, HAMILTON, JEFFERSON, MARION, & WAYNE COUNTIES

INDUSTRIAL PAINTERS:

Brush	17.55	3.80
Bridges, Spray, and Sandblasting	20.65	3.80

\* PAIN0156I 04/01/1999

Rates	Fringes
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EDWARDS, WABASH , & WHITE COUNTIES:

PAINTERS:

Brush, Roller, & Paperhangers	19.50	5.88
Drywall Finishers	19.75	5.88
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning	20.50	5.88
Brush, & Roller of Mastics, Creosotes Kwinch Koate, Coal Tar Epoxy	20.50	5.88
Spray for Mastics, Creosotes, Kwinch Koate, Coal Tar Epoxy	21.50	5.88

PAIN0500E 05/01/1999

Rates	Fringes
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MASSAC COUNTY:

PAINTERS:

Commercial	15.00	4.52
Industrial	17.00	4.52
Bridges & Dams	20.00	4.52

Spray, Sandblasting and water blast units with 3500 PSI  
receive a \$.50 per hour premium.  
All work forty feet and above receive a \$1.00 per hour premium.

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\* PAIN1705E 04/01/1999

	Rates	Fringes
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CRAWFORD, EFFINGHAM, JASPER, LAWRENCE, & RICHLAND, COUNTIES  
PAINTERS:  
BRUSH & ROLLER

0-30 ft	20.50	5.80
Over 30 ft	21.30	5.80
Over 100 ft	22.30	5.80

BLASTING, SPRAYING, PRESSURE  
WASHING

0-30 FT	21.50	5.80
Over 30 ft	23.80	5.80
Over 100 ft	24.80	5.80

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PLAS0103C 04/01/1993

	Rates	Fringes
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DE WITT (Clinton and South thereof), EFFINGHAM (Northern half  
North from an East-west line drawn approximately 3 miles south of  
Effingham), MACON, MOULTRIE (Northeastern corner including  
Lovington, Bethany), PIATT (South of Monticello), & SHELBY  
(Excludes the towns of Cowden, Herrick, Lakewood, Moweaqua,  
Oconee, Shelbyville, Tower Hill, & Westervelt) COUNTIES:

CEMENT MASONS	17.35	2.40
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PLAS0143D 04/01/1999

	Rates	Fringes
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CRAWFORD, LAWRENCE, & WABASH COUNTIES

CEMENT MASONS	18.40	6.30
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PLAS0143J 01/01/1999

	Rates	Fringes
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ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JEFFERSON, JOHNSON.  
MASSAC, PERRY, POPE, PULASKI, RANDOLPH, SALINE, UNION, WAYNE, WHITE  
& WILLIAMSON COUNTIES:

CEMENT MASONS	22.15	4.65
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PLAS0331B 04/01/1993

	Rates	Fringes
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CLAY, EDWARDS, EFFINGHAM (Southern half, South from an East-West  
line drawn approximately 3 miles North of Effingham), FAYETTE  
(Southern half), HAMILTON, JASPER, MARION, & RICHLAND, COUNTIES:

CEMENT MASONS	19.75	2.25
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FAYETTE COUNTY (Northern half)

CEMENT MASONS	16.35	.80
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TEAM0001F 05/01/1999

	Rates	Fringes
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ALEXANDER, CHAMPAIGN, CHRISTIAN, CLARK, CLAY, COLES, CRAWFORD,  
CUMBERLAND, DE WITT, DOUGLAS, EDGAR, EDWARDS, EFFINGHAM, FAYETTE,  
FORD (Southern 1/2), FRANKLIN, GALLATIN, HAMILTON, HARDIN,

IROQUOIS (Southern & Northwestern parts), JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, MOULTRIE, PERRY, PIATT, POPE, PULASKI, RICHLAND, SALINE, SHELBY, UNION, VERMILION, WABASH, WAYNE, WHITE, & WILLIAMSON COUNTIES

TRUCK DRIVERS:

GROUP 1	21.29	4.36+a
GROUP 2	21.69	4.36+a
GROUP 3	21.89	4.36+a
GROUP 4	22.14	4.36+a
GROUP 5	22.89	4.36+a

FOOTNOTE:

a. \$85.00 per week

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on 2 Axle Trucks Hauling Less Than 9 Tons. Air Compressor and Welding Machines & Brooms, Including Those Pulled by Separate Units, Warehousemen, Greasers & Tiremen, Pickup

Trucks When Hauling Material, Tools, or Men to and From & on the Job Site, & Fork Lifts up to 6,000 LB. Capacity.

GROUP 2: Two or Three Axle Trucks Hauling more than 9 Ton But Hauling less than 16 Ton, A-Frame Winch Trucks, Hydrolift Trucks, or Similar Equipment When Used For Transportation Purposes. Fork Lifts Over 6,000 LB. Capacity, Winch Trucks, & Four Axle Combination Units.

GROUP 3: Two, Three or Four Axle Trucks Hauling 16 Ton or more, Drivers on Water Pulls, Mechanics, Five Axle or more Combination Units.

GROUP 4: Lowboy & Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

## SECTION 00100

### Instructions to Bidders

#### CLAUSES INCORPORATED BY REFERENCE:

52.214-5000 Apparent Clerical Mistakes

MAY 1999

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.0-4047 SITE OF THE WORK

Bidders are advised that for the purpose of applicability of the Davis-Bacon Act and other contract labor standards provisions, "the site of the work" under the contract to be awarded pursuant to the solicitation may not be limited to the physical place(s) where the construction called for in the contract will remain when work on it has been completed. The "site of the work" may include other adjacent or nearby property used by the contractor or subcontractors during such construction. For example, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., will be considered part of the site of the work, provided they are dedicated exclusively or nearly so to performance on the contract and are located in proximity to the actual construction location that it would be reasonable to include them.

##### 52.0-4048 QUANTITY ESTIMATES

Estimates of quantities involved in certain items of work for which bids are being solicited on a lump sum or job basis have been made for the use of the Government. Copies of these quantity estimates may be obtained from the U S Army Engineer District Memphis, 167 North Main Street, Room 762, Memphis, Tennessee 38103-1894, telephone 901/544-3236. It is to be expressly understood that the accuracy of these estimates is in no way warranted and that the furnishing of this information to a bidder will not relieve him of his responsibility to estimate the quantities involved. It is further to be expressly understood that in no case will such estimate be used as a basis of claim against the Government.

##### 52.0-4049 CONDITIONS AFFECTING THE WORK

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for

any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Solicitation, the specifications, or related documents.

#### 52.0-4055 NEGOTIATIONS AFTER SEALED BIDDING

(a) This clause applies if after bid opening the Contracting Officer determines that all otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(b) The Government has the option to reject all bids received in response to the sealed bid advertisement and initiate negotiation. Negotiations will include soliciting offers from each responsible bidder that submits a bid in response to the solicitation.

(c) If after bid opening the Contracting Officer determines under (a) above that negotiations are in the best interest of the Government, the following steps will be followed:

(1) An amendment to the sealed bid advertisement will be issued to each responsible bidder changing the solicitation number to a request for proposal number. The amendment will also make any necessary changes to the scope of work.

(2) A cover letter signed by the negotiator will accompany the amendment explaining the procedures to be followed during negotiations.

(3) In the event there is only one responsible bidder under the initial sealed bid solicitation, cost or pricing data requirements set forth in FAR 15.804 will apply as will clause FAR 52.215-2, "Audit and Records - Negotiation".

#### 52.0-4058 PROGRAM DATA

**AUTHORITY:** The work provided for herein is authorized by the Flood Control Act approved 15 JUN 1936, as amended.

#### 52.0-4060 REVISION AND AMENDMENT TO SOLICITATION FOR BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Solicitation for Bids. If revisions and amendments are of a nature which requires material changes in quantities or prices bid

or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of new date for opening bids.

52.0-4074 CERTIFICATE OF COMPETENCY (APR 1993)

- (a) In the event of a determination of nonresponsibility on a small business offeror, the Contracting Officer will -
  - (1) Notify the Offeror, in writing, of the determination and of the Offeror's right, under Section 8(b)(7) of the Small Business Act, to request that the Small Business Administration (SBA) make a determination of the Offeror's responsibility under the Certificate of Competency Program.
  - (2) Withhold award until the Offeror's response is received or 14 calendar days from receipt of the notice by the Offeror.
  - (3) Upon timely receipt of an affirmative response from the Offeror, refer the matter to the SBA.
  - (4) Upon receipt of a negative response from the Offeror, or if a timely response is not received, award to another offeror.
- (b) The Offeror shall notify the Contracting Officer, in writing, within 14 days of receipt of a notification of a nonresponsibility determination, as to whether or not it desires a request for an SBA determination of responsibility.  
(DFARS 252.219-7009)

52.0-4078 (FAR 52.236-27) SITE VISIT (CONSTRUCTION) (ALTERNATE I) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, bidders are urged and expected to inspect the site where the work will be performed.

(b) Two organized site visits have been scheduled for November 23, 1999 and November 30, 1999.

(c) BIDDERS DESIRING A SITE VISIT SHALL CONTACT THE AREA ENGINEER AT LEAST ONE DAY PRIOR TO THE SCHEDULED SITE VISIT.

NAME: Stephen P. Shankle  
Area Engineer

ADDRESS: Caruthersville Area Office  
706 Harry S. Truman Boulevard  
Caruthersville, Missouri 63830-1268

TELEPHONE: 901/544-3074 or 573/333-1043

COLLECT TELEPHONE CALLS WILL NOT BE ACCEPTED.

(End of Provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (AUG 1998)

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

(1) By telephone at (215) 697-2667/2179; or

(2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.



- (c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.
- (d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.
- (e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

#### 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

#### 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office To Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the

envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

#### 52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

- (1) Lump sum bidding;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS (MAY 1997)

(a) Offerors are required to comply with the requirements of Federal Acquisition Regulation (FAR) clause 52.225-5, Buy American Act--Construction Materials, of this solicitation. The terms "construction material" and "domestic construction material," as used in this provision, have the meanings set forth in FAR clause 52.225-5.

(b) Offerors should request a determination regarding the inapplicability of the Buy American Act in time to allow determination before submission of offers. For evaluation of a request for a determination regarding the inapplicability of the requirements of the Buy American Act prior to the time set for receipt of offers, the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-5 shall be included in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act prior to submission of its offer, or has not received a response to a request made prior to submission of its offer, the information and supporting data shall be included in the offer.

(c) Evaluation of offers. (1) For evaluation of offers, (unless agency regulations specify a higher percentage) the Government will add to the offered price 6 percent of the cost of any foreign construction material proposed for exception from the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction materials in accordance with paragraph (b)(3)(i) of FAR clause 52.225-5.

(2) If the evaluation of offers results in a tie between an offer including such foreign construction material excepted on the basis of unreasonable cost, as evaluated, and an offer including solely domestic construction material or other foreign construction material listed in the solicitation at paragraph (b)(2) of FAR clause 52.225-5, or subsequently excepted in accordance with paragraphs (b)(3)(ii) or (iii) of FAR clause 52.225-5, award shall be made to the offeror that submitted the latter offer.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in the solicitation at paragraph (b)(2) of FAR clause 52.225-5, offerors also may submit alternate offers based on use of equivalent domestic construction material.

(2) If alternate offers are submitted, a separate Standard Form 1442 shall be submitted for each alternate offer, and a separate price comparison table, prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-5, shall be submitted for each offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception to apply.

(3) If the Government determines that a particular exception requested under paragraph (c) of FAR clause 52.225-5 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material.

(i) In sealed bid procurements, any offer based on use of that particular foreign construction material shall be rejected as nonresponsive.

(ii) In negotiated procurements, any offer based on use of that particular foreign construction material may not be accepted unless revised during negotiations.

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

CHIEF, CONTRACTING DIVISION  
ATTN: CEMVM-CT – ROOM 681  
US ARMY ENGINEER DISTRICT, MEMPHIS  
167 N. MAIN STREET B202  
MEMPHIS, TN 38103-1894

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured. (Contracting Officer shall strike the word "not" where the GSBCA is a correct forum.)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

#### 52.0-4019 PREAWARD INFORMATION

Each bidder shall, upon request of the Contracting Officer, furnish  
a statement of whether he is now or ever has been engaged in any

work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution and giving such other information as will tend to show the bidder's ability to prosecute the required work. The "such other information" referred to above shall include but is not limited to the following:

(a) The name and address of the office or firm under which such similar work was performed.

(b) A list of key personnel available for the instant project and their qualifications.

(c) A copy of bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential.

(d) A list of present commitments, including the dollar value thereof, and name of office under which work is being performed.

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price construction contract resulting from this solicitation.

(End of clause)

#### 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after

receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

## SECTION 00600 Representations & Certifications

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

#### 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.



\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is, ( ) is not a women-owned business concern.

(End of provision)

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in

withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998) ALTERNATE I (OCT 1998) & ALTERNATE II (JAN 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1629.

(2) The small business size standard is \$17,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and

economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It {time} is, {time} is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business

Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It {time} is, {time} is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

#### 52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that --

(a) Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of clause)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of

the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 98)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com).

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees    Avg. Annual Gross Revenues

\_\_\_\_ 50 or fewer    \_\_\_\_ \$1 million or less

\_\_\_\_ 51 - 100    \_\_\_\_ \$1,000,001 - \$2 million

\_\_\_\_ 101 - 250    \_\_\_\_ \$2,000,001 - \$3.5 million

\_\_\_\_ 251 - 500    \_\_\_\_ \$3,500,001 - \$5 million

\_\_\_\_ 501 - 750    \_\_\_\_ \$5,000,001 - \$10 million

\_\_\_\_ 751 - 1,000    \_\_\_\_ \$10,000,001 - \$17 million

\_\_\_\_ Over 1,000    \_\_\_\_ Over \$17 million

(End of provision)

52.0-4031 CORPORATE CERTIFICATION



IF A BIDDER IS A CORPORATION OR IF CORPORATION IS PARTICIPATING IN A JOINT VENTURE, PLEASE COMPLETE THE FOLLOWING CERTIFICATION:

I, \_\_\_\_\_, certify that I am secretary of  
the corporation named as Contractor herein; that  
\_\_\_\_\_ who signed this contract on behalf of the  
Contractor; was then \_\_\_\_\_ of said  
corporation; that said contract was duly signed for and on behalf of  
said corporation by authority of its governing body and is within the  
scope of its corporate powers.

(CORPORATE SEAL)

\_\_\_\_\_  
(Secretary)

MUST IF A CORPORATION IS PARTICIPATING AS A JOINT VENTURE, ITS SECRETARY  
SUBMIT A CERTIFICATE STATING THE CORPORATION IS AUTHORIZED TO  
PARTICIPATE.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of clause)

## SECTION 00700

### Contract Clauses

#### CLAUSES INCORPORATED BY REFERENCE:

52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-8	Utilization of Small Business Concerns	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 1995
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-2	Clean Air And Water	APR 1984
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.225-11	Restrictions On Certain Foreign Purchases	AUG 1998
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.229-3	Federal, State And Local Taxes	JAN 1991
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	MAY 1997

52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	NOV 1995
252.247-7024	Notification Of Transportation Of Supplies By Sea	NOV 1995
252.201-7000	Contracting Officer's Representative	DEC 1991
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
252.227-7033	Rights in Shop Drawings	APR 1966
52.228-2	Additional Bond Security	OCT 1997
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.248-3 Alt I	Value Engineering-Construction (Mar 1989) - Alternate I	APR 1989
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.228-14	Irrevocable Letter of Credit	OCT 1997
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-11	Pledges Of Assets	FEB 1992

#### CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or

assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

#### 52.225-5 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUNE 1997)

(a) Definitions. As used in this clause--

"Components," means those articles, materials, and supplies incorporated directly into construction materials.

"Construction material," means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, and supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b) (1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the excepted construction material or components listed by the Government as follows: None

(3) Other foreign construction material may be added to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities or a satisfactory quality.

(4) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) of this clause.

(c) Request for determination. (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued.)

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

#### Foreign and Domestic Construction Materials Price Comparison

##### Unit of Price

Construction material description measure Quantity (dollars)\1\

Item 1:

Foreign construction material . . . . .

Domestic construction material . . . . .

Item 2;

Foreign construction material . . . . .

Domestic construction material . . . . .

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.



(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: N/A

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR. 1998)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

#### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (SEP 1996)-

(a) Definitions. As used in this clause--

Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) Unless the resulting contract price is \$100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25): (i) The penal amount of performance bonds shall be 100 percent of the original contract price.

(ii) The Government may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(2) Payment Bonds (Standard Form 25-A):

(i) The penal amount of payment bonds shall equal--

(A) 50 percent of the contract price if the contract price is not more than \$1 million;

(B) 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(C) \$2.5 million if the contract price is more than \$5 million.

(ii) If the original contract price is \$5 million or less, the Government may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

GOOSE POND PUMPING STATION  
DOLPHIN REPLACEMENT

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

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GOOSE POND PUMPING STATION  
DOLPHIN REPLACEMENT

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

1.1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984). The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 150 calendar days after the date of receipt by him of notice to proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.2. EXCLUSION PERIODS IN COMPUTING COMPLETION SCHEDULES. No work will be required during the period between 1 December and 30 June, inclusive. This period has not been considered in computing the time allowed for completion in accordance with paragraph 1.1 above. The Contractor may, however, perform work during all or any part of the non-work period provided that he has received prior approval therefor, in writing, from the Contracting Officer.

1.3. LIQUIDATED DAMAGES-CONSTRUCTION (APR 1984).

a. If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$245.00 for each day of delay.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.211-12)

1.4. NOT USED.

1.5. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DEC 1991).

a. The Government will provide the Contractor, without charge, a compact disk (CD) containing contract drawings and specifications (except publications incorporated into the technical provisions by reference) and any amendments that were issued.

b. The Contractor shall--

(1) Check all drawings immediately;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph b.

c. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

d. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

GOOSE POND PUMPING STATION  
DOLPHIN REPLACEMENT

FILE NUMBER 001A0730

INDEX TO DRAWINGS

<u>TITLE</u>	<u>DRAWING NUMBER</u>
MAPS AND INDEX	1
SITE PLAN	2
ELEVATION AND SECTIONS	3
BORING LOGS	4
BORING LEGEND	STD

(DFARS 252.236-7001)

1.6. PHYSICAL DATA (APR 1984). Data and information furnished or referred to below are for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by aerial photographs and topographic surveys.



b. Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service. Also see paragraph 1.28, "Time Extensions for Unusually Severe Weather".

c. Additional Data. Additional data consisting of cross sections, river stage records, records of borings, and boring samples may be available for inspection at the U.S. Army Engineer District, Memphis, Tennessee. (FAR 52.236-4)

#### 1.7 RIGHTS-OF-WAY.

a. The rights-of-way and easements for the work to be constructed under this contract within the limits indicated on the drawings will be provided by the Government without cost to the Contractor. However, the Contractor shall make his own arrangements with the appropriate owners or organizations for transporting his equipment across, over or under railroad tracks, highways, bridges, private property, and utility lines and shall provide at his own expense any additional right-of-way or easements required to effect such crossings, including insurance requirements of owners. Limits of right-of-way which will be provided by the Government are as indicated on the drawings.

b. The Contractor shall, upon reasonable notice, without expense to the Government and at any time during the progress of the work when not being actively used for contract operations, promptly vacate and clean up any part of the Government grounds that have been allotted to or have been in use by him when directed to do so by the Contracting Officer.

c. The Contractor shall not obstruct any existing roads on the lands controlled by the United States except with the permission of the Contracting Officer, and shall maintain such roads in as good condition as exists at the time of commencement of the work.

d. Any additional right-of-way required for access or for the Contractor's method of operation must be obtained by and at the expense of the Contractor. The Contractor shall submit written evidence to the Contracting Officer that he has obtained the rights-of-way from the property owners. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired the rights-of-way, prepared and executed in accordance with the laws of the State of Illinois. If temporary rights are obtained by the Contractor, the period of time shall coincide with paragraph 1.1, "Commencement, Prosecution, and Completion of Work", of the SPECIAL CONTRACT REQUIREMENTS, plus a reasonable time for any extension granted for completion of the work. The Contractor shall be solely responsible for any and all damages, claims for damages, and liability of any nature whatsoever arising from or growing out of the use of rights-of-way other than those rights-of-way furnished by the Government.

e. The Contractor shall repair, at his own expense, any and all damage to the existing roads when such damage is a result of his operations on this contract. The Contractor shall also replace, at his own expense, any and

all surfacing displaced or damaged by his operations on this contract. The repairs and/or replacement shall be done to the satisfaction of the Contracting Officer.

1.8. LAYOUT OF WORK.

a. The Contractor will locate the following baseline and bench mark at the site of the work:

(1) Baseline as shown on the drawings.

(2) Bench mark as shown on the drawings.

b. From the baseline and bench mark, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

c. The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work from the baselines and bench marks established by the Government. It shall be the responsibility of the Contractor to maintain and preserve all stakes and marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed, by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

1.9. THRU 1.10. NOT USED.

1.11. PROGRESS CHART. The schedule of work will be in accordance with the progress chart. The progress chart required by provisions of paragraph (a) of the CONTRACT CLAUSE entitled "Schedules for Construction Contracts" shall be prepared on ENG Form 2454, copies of which will be furnished to the Contractor by the Government. THREE COPIES OF THE SCHEDULE WILL BE REQUIRED.

1.12. SAFETY-RELATED SPECIAL REQUIREMENTS. ALL WORK UNDER THIS CONTRACT SHALL COMPLY WITH THE LATEST VERSION OF U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, AND OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARDS IN EFFECT ON THE DATE OF THE SOLICITATION. NO SEPARATE PAYMENT WILL BE MADE FOR COMPLIANCE WITH EM 385-1-1, NOR FOR COMPLIANCE WITH ANY OF THE OTHER SAFETY-RELATED SPECIAL REQUIREMENTS.

a. Accident Investigations and Reporting. Refer to EM 385-1-1, Section 1. Accidents shall be investigated and reports completed by the

immediate supervisor of the employee(s) involved and reported to the Contracting Officer or his representative within one working day after the accident occurs.

b. Accident Prevention Program. Refer to the CONTRACT CLAUSE entitled, "Accident Prevention (Alternate I)". Within 21 calendar days after receipt of Notice of Award of the contract, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and approval. The program shall be prepared in the following format:

(1) An executed LMV Form 358R, Administrative Plan (available upon request).

(2) An executed LMV Form 359R, Activity Hazard Analysis (available upon request).

(3) A copy of company policy statement regarding accident prevention.

(4) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be submitted on LMV Form 414R, Fuel Oil Transfer, (available upon request). (Refer to 33 CFR 156.)

The Contractor shall not commence physical work at the site until the program has been approved by the Contracting Officer, or his authorized representative. At the Contracting Officer's discretion, the Contractor may submit his Activity Hazard Analysis for only the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to Section 1 of EM 385-1-1.

c. Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite. The reports shall be records of the daily inspections and resulting actions. Each report will include, as a minimum, the following:

(1) Phase(s) of construction underway during the inspection.

(2) Locations or areas inspections were made.

(3) Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

d. Machinery and Mechanized Equipment. Machinery and mechanized equipment used under this contract shall comply with the following:

(1) When mechanized equipment is operated on floating plant, the Contractor shall provide positive acceptable means of preventing this equipment from moving or falling into the water. The type of equipment addressed

by this clause includes front-end loaders, bulldozers, trucks (both on- and off-road), backhoes, track hoes, and similar equipment. If the Contractor plans to use such equipment on floating plant, an activity hazard analysis must be developed for this feature of work. The plan must include a detailed explanation of the type or types of physical barriers, curbs, structures, etc., which will be incorporated to protect the operator and prevent the equipment from entering the water. Nonstructural warning devices may be considered for situations where the use of structural barriers is determined impracticable. The activity hazard analysis must thoroughly address the procedure and be submitted to the Corps for review and acceptance prior to start of this feature of work.

(2) The stability of crawler, truck, and wheel-mounted cranes shall be assured.

(a) The manufacturer's load-rating chart may be used to determine the maximum allowable working load for each particular crane's boom angle provided a test load, with a boom angle of 20 degrees, confirms the manufacturer's load-rating table.

(b) Stability tests are required if:

(i) There is no manufacturer's load-rating chart securely fixed to the operator's cab;

(ii) There has been a change in the boom or other structural members; or

(iii) There has been a change in the counter-weight.

The test shall consist of lifting a load with the boom in the least stable undercarriage position and at an angle of 20 degrees above the horizontal. The test shall be conducted under close supervision on a firm, level surface. The load that tilts the machine shall be identified as the test load. The test load moment (in ft-lbs) shall then be calculated by multiplying the horizontal distance (in ft) from the center of rotation of the machine to the test load, times the test load (in lbs). Three-fourths of this test-load moment shall then be used to compute the maximum allowable operating loads for the boom at 20, 40, 60, and 80 degrees above horizontal. From these maximum allowable operating loads, a curve shall be plotted and posted in the cab of the machine in sight of the operator. These values shall not be exceeded except in the performance test described below. The test load shall never exceed 110 percent of the manufacturer's maximum rated capacity.

(c) In lieu of the test and computations above, the crane may be load tested for stability at each of the four boom positions listed above.

(3) Performance tests shall be performed in accordance with Section 16 of EM 385-1-1. Performance tests shall be conducted after each stability test, when the crane is placed in service on a project, and at least every 12 months.

(4) Inspections shall be made which will ensure a safe and economical operation of both cranes and draglines. Specific inspections and their frequencies are listed on the appropriate checklists noted below. Results of inspections and tests for cranes shall be recorded on the Safety Inspection Check List, LMV Form 326R (available upon request), and inspection results for draglines shall be recorded on LMV Form 373R (available upon request). Copies of the inspections and tests shall be available at the jobsite for review. All stability and performance tests on cranes and all complete dragline inspections shall be witnessed by the Contracting Officer or his authorized representative.

(5) A complete dragline inspection shall be made:

(a) At least annually;

(b) Prior to the dragline being placed in operation;  
and

(c) After the dragline has been out of service for more than six months.

e. Safety Sign. The Contractor shall furnish, erect, and maintain a safety sign at the site, as located by the Contracting Officer. The sign shall conform to the requirements of this paragraph and the drawing entitled "Safety Sign", included at the end of these Special Contract Requirements. The lettering shall be black and the background white. When placed on floating plant, the sign may be half size. Upon request, the Government will furnish a decal of the Engineer Castle. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current.

f. Means of Escape for Personnel Quartered or Working on Floating Plant. Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24 in. by 36 in.) which leads to a different exit route. Refer to Section 19 of EM 385-1-1.

g. Emergency Alarms and Signals.

(1) Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(2) Signals.

(a) Fire Alarm Signals. The general fire alarm signal shall be in accordance with para 97.13-15b of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Subchapter I, Part 97, 1 Oct 92 (CG 257).

(b) Abandon Ship Signals. The signal for abandon ship shall be in accordance with para 97.13-15 (c through e) of the reference cited in (a) above.

(c) Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

1.13. BASIS FOR SETTLEMENT OF PROPOSALS (JAN 1997). Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the Contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the Contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the Contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate. (EFARS 52.249-5000)

1.14. CERTIFICATES OF COMPLIANCE. Any certificates required for demonstrating proof of compliance of material with specification requirements shall be executed in four (4) copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the test to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.15. CONTRACTOR'S CERTIFICATE. Each submittal of shop drawings and

materials data shall be accompanied by a certificate, signed by the head of the Quality Control Organization of the prime Contractor, that the prime Contractor has reviewed in detail all shop drawings and materials contained in the submittal and that they are correct and in strict conformance with the contract drawings and specifications except as may be otherwise explicitly stated. The Government will first check for the Contractor's certificate and then review and render approval action or indicate disapproval in those cases where contract requirements are not fulfilled.

1.16. SHOP DRAWINGS. The Contractor shall submit to the Contracting Officer for approval 6 copies of all shop drawings as called for under the various headings of these specifications. These drawings shall be complete and detailed. If approved by the Contracting Officer, each copy of the drawings will be identified as having received such approval by being so stamped and dated. The Contractor shall make any correction required by the Contracting Officer. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, notice as required under the CONTRACT CLAUSE entitled "Changes", will be given to the Contracting Officer. Five sets of all shop drawings will be retained by the Contracting Officer and one set will be returned to the Contractor. The approval of the drawings by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of the responsibility for any errors which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

1.17. AS-BUILT DRAWINGS. The Contractor shall maintain two (2) full-size sets of the Contract drawings depicting a current record of the work as actually constructed. One set is for the Contractor's use and one for the Government's use. These working as-built drawing red-line mark-ups may be manually or electronically generated using the construction plans. These working as-built drawings shall be reviewed at least monthly with the Contracting Officer, prior to the Contractor submitting a request for progress payment. Both shall certify that the as-built drawings are accurate and up-to-date before progress payment is made. Upon completion of the work and not later than 60 days from acceptance, the Contractor shall deliver a complete final set of the as-built red-line marked-up plans depicting the construction as actually accomplished. The final as-built drawings shall be identified as such by marking or stamping them with the words "AS-BUILT DRAWINGS" in letters at least 3/16" high. Those drawings where no change is involved shall be marked or stamped "AS-BUILT, NO CHANGE".

Compliance and delivery of the final as-built drawings will be enforced through the approval of final payment. Also, the quality of the final as-built drawings will be reflected in the Contractor's performance evaluation.

1.18. DAMAGE TO WORK. The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE entitled "Permits and Responsibilities". However, if, in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, tornado, or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make the repairs as

ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to the CONTRACT CLAUSE entitled "Changes" will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense regardless of the cause of such damage.

1.19. NOTIFICATION OF AREA ENGINEER BEFORE BEGINNING WORK. At least 7 days before beginning work, the Contractor shall notify Steven P. Shankle, Caruthersville Area Office, 706 Harry S. Truman Blvd., Caruthersville, Missouri 63830-1268, 901-544-3074 or 573-333-1043. COLLECT CALLS WILL NOT BE ACCEPTED.

1.20. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995).

a. This clause does not apply to terminations. See SPECIAL CONTRACT REQUIREMENT entitled, "Basis for Settlement of Proposals" and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(2)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-lease-back arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS



52.231-5000)

NOTE: THE CONTRACTOR MAY PURCHASE THE EQUIPMENT MANUAL FROM THE GOVERNMENT PRINTING OFFICE. THE GOVERNMENT PRINTING OFFICE TELEPHONE NO. IS 202-512-1800.

1.21. RETESTING OF CONSTRUCTION MATERIALS. Unless otherwise specified, where the Technical Specifications state that tests will be performed at the expense of the Government, the cost of only the initial test will be borne by the Government. Any retesting due to failure of the materials to meet the requirements in the initial test or any retesting requested by the Contractor shall be performed at the Contractor's expense. The retests shall be at laboratories approved by the Contracting Officer. The costs of retests made at Government laboratories will be deducted from the total amount due the Contractor.

1.22. THRU 1.24. NOT USED.

1.25. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984). The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

1.26. CONTINUING CONTRACTS (MAR 1995).

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments Under Fixed-Price Construction Contracts" clause or any other clause of this contract.

b. The sum of \$1,000.00 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs "f" and "i" below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefor.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The

Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

e. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

f. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

h. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

i. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess. (EFARS 52.232-5001)

1.27. NOT USED.

1.28. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 1989).

a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE

entitled "Default (Fixed-Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(11)	(9)	(7)	(7)	(6)	(5)	(5)	(3)	(4)	(4)	(6)	(11)

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled "Default (Fixed-Price Construction)". (ER 415-1-15, Appendix A)

1.29. PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991).

a. The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty (60) percent of the lump sum price upon completion of the Contractor's mobilization at the work site.

(2) The remaining forty (40) percent upon completion of demobilization.

b. The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs a(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of--

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph b(1) of this clause is not subject to appeal. (DFARS 252.236-7004)

1.30. THRU 1.34. NOT USED.

1.35. TEMPORARY PROJECT FENCING. Temporary project fencing as required by Paragraph 04.A.04 of EM 385-1-1 is not required on this project.

1.36. THRU 1.37 NOT USED.

1.38. SUNDAY, HOLIDAY AND NIGHT WORK. Sunday and Holiday work will be at the option of the Contractor, but night work will not be permitted unless otherwise authorized by the Contracting Officer.

1.39. NOT USED.

1.40. INSURANCE REQUIREMENTS FOR WORK ON GOVERNMENT PROPERTY.

a. In accordance with the CONTRACT CLAUSE entitled "Insurance - Work on a Government Installation", the Contractor shall procure and maintain during the entire performance period of this contract insurance of at least the minimum amounts set forth below:

<u>Type</u>	<u>Amount</u>
Workmen's Compensation and Employer's Liability Insurance	\$100,000 or statutory
Comprehensive:	
General Liability	\$500,000 per occurrence
Automobile Liability:	
(1) Bodily Injury	\$200,000 per person \$500,000 per occurrence
(2) Property Damage	\$ 20,000 per occurrence

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written evidence of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 30 days after written notice thereof to the Contracting Officer.

1.41. STORAGE OF EQUIPMENT AND MATERIALS. Storage of the Contractor's equipment and materials shall be at those areas within the rights-of-way designated by the Contracting Officer.

1.42. WARRANTY OF CONSTRUCTION (MAR 1994).

a. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph i. of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or

personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

e. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

h. In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

i. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

j. This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud. (FAR 52.246-21)

#### 1.43. UTILITY SERVICES.

a. The Contractor shall provide at the site for all work under this contract, the necessary utility services needed for completion of work under this contract.

b. Electricity. All electric current required by the Contractor shall be furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Contracting Officer. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workman-like manner satisfactory to the Contracting Officer, and shall be removed by the Contractor in like manner at his expense prior to completion of the construction.

1.44. THRU 1.51. NOT USED.

1.52. PROTECTION OF MATERIALS AND WORK. The Contractor shall at all times protect and preserve all materials, supplies, and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the Contractor, such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due to him.

1.53. THRU 1.54. NOT USED.

1.55. OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991).

a. The Contractor shall--

(1) Promptly recover and remove any material, plant, machinery, or appliance which the Contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

b. The Contracting Officer may--

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph a of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

c. The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.). (DFARS 252.236-7002)

1.56. NOT USED.

1.57. SIGNAL LIGHTS. The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and any signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cable or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army (Title 33 C.F.R. 201.1-201.16) and the Commandant, U. S. Coast Guard (Title 33 C.F.R. 80.18-80.31a and 95.51-95.70).

1.58. INSPECTION. All work to be performed under this contract shall conform to the requirements of these specifications and shall be approved by the Contracting Officer. The presence of Government personnel shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with these specifications. The Contractor shall:

a. Furnish, on the request of the Contracting Officer or his Representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspection and supervising the work, to assist the Government Quality Assurance Representative (QAR) in taking dredged material samples and dredge effluent samples.

b. Furnish, on the request of the Contracting Officer or his Representative, suitable transportation from all points on shore designated by the Contracting officer to and from the various pieces of plant, and to and from the discharge area. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

1.59. DESIGNATED BILLING OFFICE. The designated billing office for this contract shall be Caruthersville Area Office, 706 Harry S. Truman Blvd, Caruthersville, Missouri 63830-1268.

1.60. YEAR 2000 COMPLIANCE. In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall



be year 2000 compliant. Specifically the Contractor shall:

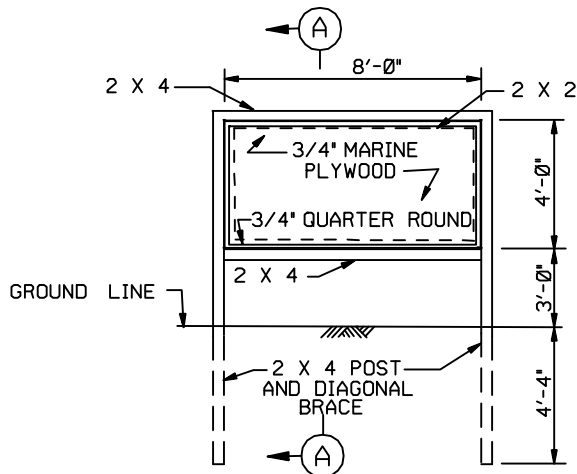
a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

b. Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

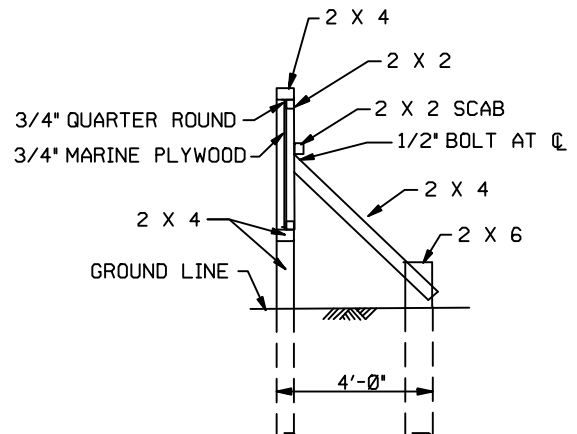
-- End of Section --



ELEVATION



ELEVATION



SECTION A-A

NOTES:

1. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN A DURABLE SIGN AS SHOWN.
2. WOOD IN CONTACT WITH GROUND SHALL BE TREATED LUMBER.
3. ALL EXPOSED SURFACES SHALL BE WHITE HOUSE PAINT.
4. LETTERING SHALL BE BLACK.
5. ENGINEER CASTLE DECAL FURNISHED BY GOVERNMENT.
6. 22 GA. SHEET METAL MAY BE USED IN LIEU OF PLYWOOD.



**US Army Corps  
of Engineers**

Memphis District

ENGINEER CASTLE DETAIL

SCALE: NONE

MARCH 1995

U.S. ARMY ENGINEER DISTRICT, MEMPHIS  
CORPS OF ENGINEERS  
MEMPHIS, TENNESSEE

SAFETY SIGN

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01025

MEASUREMENT AND PAYMENT

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SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

1.1.1 General

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environment protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1.2 Lump Sum Items

(1) "Mobilization and Demobilization"

a. Payment

Payment will be made for costs associated with mobilization and demobilization, as defined in SECTION 00800, paragraph 1.29.

b. Unit of measure, lump sum: LS

(2) "Environmental Protection"

a. Payment

Payment will be made for costs associated with operations necessary for environmental protection as specified in Section 01130.

b. Unit of measure, lump sum: LS

(3) "Remove Existing Dolphin #5"

a. Payment

Payment for removal of the existing dolphin #5 will be made at the contract lump sum price for "REMOVE EXISTING DOLPHIN #5". The price and payment shall

constitute full compensation for furnishing all plant, labor, and material for the removal of the existing dolphin #5 as specified in SECTION 02385 paragraph 3.1.

b. Unit of Measure, lump sum: LS

(4) "Concrete"

a. Payment

Payment for concrete will be made at the contract lump sum price for "Concrete", which price and payment shall constitute full compensation for furnishing all materials, equipment and labor, and manufacturing, transporting, and placing the concrete as required, and performing all other operations incidental thereto.

b. Unit of measure, lump sum: LS

(5) "Miscellaneous Metalwork"

a. Payment

Payment for the steel pipe braces, and steel plate gussets and top plate will be made at the contract lump sum price for "Miscellaneous Metalwork", which price and payment shall constitute full compensation for furnishing and installing such features of the work as specified in SECTION 02385 and/or indicated on the drawings.

b. Unit of Measure, lump sum: LS

(6) "Remove and Replace Existing Stone Protection"

a. Payment

Payment for removal and replacement of existing stone paving will be made at the contract lump sum price for "Remove and Replace Existing Slope Protection", which price and payment shall constitute full compensation for the work specified in SECTION 02385 paragraph 3.10.

b. Unit of measure, lump sum: LS

(7) "Painting"

a. Payment

Payment for painting will be made at the contract lump sum price for "Painting", which price and payment shall constitute full compensation for furnishing all materials and painting the surfaces as specified in SECTION 09900 and/or indicated on the drawings.

b. Unit of Measure, lump sum: LS

1.2 UNIT PRICE PAYMENT ITEMS

1.2.1 GENERAL

Payment items for work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

#### 1.2.2 UNIT PRICE ITEMS

##### (1) "Piling, Steel Pipe"

###### a. Measurement

The length of each acceptable pile driven will be determined by the length specified or directed to be driven, measured to the nearest linear foot.

###### b. Payment

Payment for the piles will be paid at the contract unit price per linear foot for "Piling, Steel Pipe", which price and payment shall constitute full compensation for painting the steel pipe piles, splicing, and performing all operations incidental thereto, all as specified in SECTION 02385.

Payment for each acceptable pile driven will be made at the contract unit price per linear foot, as determined by the length specified or directed to be driven which price shall include all items incidental to furnishing and driving the piles including splicing and the cutting off of all piles at the "cut-off" grade line.

Piles satisfactorily driven under this contract which are pulled, at the direction of the Contracting Officer, and found to be in good condition will be paid for at the contract unit price for furnishing and/or driving the pile in its original position plus 50 percent of this amount to cover the cost of pulling. Such pulled piles when redriven will be paid for at 50 percent of the contract unit price for furnishing and/or driving the measured length of pile redriven, which price shall constitute payment for redriving only, the cost of furnishing, driving, and pulling the piles having been paid for as specified above. Where piles, which are driven under this contract are pulled and found to be damaged, no payment will be made for originally furnishing and/or driving such piles nor for the operation of pulling, and they shall be replaced by new piles, which will be paid for at the contract unit price for the lengths driven.

###### c. Unit of Measure, Linear Feet: LF

PART 2 PRODUCTS (NOT APPLICABLE)

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01130

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SECTION 01130

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 DEFINITIONS

For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.2 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, State, and local regulations pertaining to the environment, including but not limited to water, air, and noise pollution.

1.2.1 Environmental Protection Plan

Within 21 days after receipt of Notice of Award of the contract, the Contractor shall submit in writing an Environmental Protection Plan and, prior to starting work, meet with representatives of the Contracting Officer to develop mutual understanding relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Government reserves the right to make changes in his environmental protection plan and operations as necessary to maintain satisfactory environmental protection performance. The Environmental Protection Plan shall include but not be limited

to the following:

1.2.1.1      Protection of Features

The Contractor shall determine methods for the protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological and cultural resources.

1.2.1.2      Procedures

The Contractor shall implement procedures to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

#### 1.2.1.3 Permit or License

The Contractor shall obtain all needed permits or licenses.

#### 1.2.1.4 Drawings

The Contractor shall include drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, stockpiles of earth materials, and disposal areas for excess earth material and unsatisfactory earth materials.

#### 1.2.1.5 Environmental Monitoring Plans

The Contractor shall include environmental monitoring plans for the job site which incorporate land, water, air and noise monitoring.

#### 1.2.1.6 Traffic Control Plan

The Contractor shall include a traffic control plan for the job site.

#### 1.2.1.7 Surface and Ground Water

The Contractor shall establish methods of protecting surface and ground water during construction activities.

#### 1.2.1.8 Work Area Plan

The Contractor shall include a work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan shall include measures for marking the limits of use areas.

#### 1.2.1.9 Plan of Borrow Area(s)

The Contractor shall include a plan of borrow area(s) for the job site.

### 1.3 SUBCONTRACTORS

Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

### 1.4 PERMITS OBTAINED BY CORPS OF ENGINEERS

The Corps of Engineers will not obtain any permits for this project. See Contract Clause entitled "PERMITS AND RESPONSIBILITIES".

### 1.5 REGULATORY REQUIREMENTS

The Contractor shall comply with all state regulatory and statutory requirements.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

### 3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the contract drawings or specifications. Environmental protection shall be as stated in the following subparagraphs.

#### 3.1.1 Protection of Land Resources

Prior to the beginning of any construction, the Contracting Officer will identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

#### 3.1.1.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas where no work is to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence and during all construction operations. Where construction operations are to be conducted during darkness, the markers shall be visible during darkness. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

#### 3.1.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features to be preserved, indicated and defined on the drawings submitted by the Contractor as a part of the Environmental Protection Plan, shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

#### 3.1.1.3 Reduction of Exposure of Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the Contracting Officer.

#### 3.1.1.4 Temporary Protection of Disturbed Areas

Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to the following:

##### a. Retardation and Control of Runoff

Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses, and the Contractor shall also utilize any measures required by area-wide plans approved under Paragraph 208 of the Clean Water Act.

#### 3.1.1.5 Erosion and Sedimentation Control Devices

The Contractor shall construct or install all temporary and permanent erosion sedimentation control features. Temporary erosion and sediment control measures such as berms, dikes, drains, sedimentation basin, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

#### 3.1.1.6 Location of Contractor Facilities

The Contractor's field offices, staging areas, stockpiles, storage, and temporary buildings shall be placed in areas designated on the contract drawings and approved by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

#### 3.1.1.7 Borrow Areas on Government Property

Borrow areas on Government property shall be managed to minimize erosion and to prevent sediment from entering nearby water courses or lakes.

#### 3.1.1.8 Disposal Areas on Government Property

Disposal areas on Government property shall be managed and controlled to limit material to areas designated on the contract drawings and prevent erosion of soil or sediment from entering nearby water courses or lakes. Disposal areas shall be developed in accordance with the grading plan indicated on the contract drawings.

#### 3.1.1.9 Temporary Excavation and Embankments

Temporary excavation and embankments shall be controlled to protect adjacent areas from contamination.

#### 3.1.1.10 Disposal of Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

#### 3.1.1.11 Disposal of Chemical Wastes

Chemical wastes shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local regulations.

#### 3.1.1.12 Disposal of Discarded Materials

Discarded materials other than those which can be included in the solid waste category shall be handled as directed by the Contracting Officer.

### 3.2 HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

Existing historical, archaeological and cultural resources within the Contractor's work area will be so designated by the Contracting Officer and precautions shall be taken by the Contractor to preserve all such resources as they existed at the time they were pointed out to the Contractor. The Contractor shall install all protection for these resources so designated on the contract drawings and shall be responsible for their preservation during this contract. If during construction items of apparent archaeological or historical interest are discovered, they shall be left undisturbed and the Contractor shall report the find immediately to the Contracting Officer.

### 3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities which are included in this contract.

#### 3.3.1 Cofferdam and Diversion Operations

The Contractor shall plan his operations and perform all work necessary to minimize adverse impact or violation of the water quality standard. Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to limit impact of water turbidity on the habitat for wildlife and impacts on water quality for downstream use.

#### 3.3.2 Stream Crossings

Stream crossings shall be controlled during construction. Crossings shall provide movement of materials or equipment which do not violate water pollution control standards of the Federal, State or local government.



### 3.3.3 Monitoring of Water Areas Affected by Construction Activities

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

### 3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations.

### 3.5 PROTECTION OF AIR RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the laws of the State of Missouri and all Federal emission and performance laws and standards. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

#### 3.5.1 Particulates

Dust particles, aerosols, gaseous by-products from all construction activities, processing and preparation of materials, such as from asphaltic batch plants, shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in the paragraph "PROTECTION OF AIR RESOURCES" to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

#### 3.5.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

### 3.5.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

### 3.5.4 Monitoring Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

## 3.6 INSPECTION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

## 3.7 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all area(s) used for construction.

## 3.8 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the plans submitted for approval by the Contracting Officer.

## 3.9 MAINTENANCE OF POLLUTION FACILITIES

control devices for the duration of the contract or for that length of time The Contractor shall maintain all constructed facilities and temporary pollution construction activities create the particular pollutant.

### 3.10 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers and instruments required for monitoring purposes) to insure adequate and continuous environmental pollution control.

-- End of Section --

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01300

SUBMITTAL PROCEDURES

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SECTION 01300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.1.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause "SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION," they are considered to be "shop drawings."

1.1.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.2 APPROVED SUBMITTALS

The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the Contract Clause "CHANGES" shall be given promptly to the Contracting Officer.

1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

### 3.1 GENERAL

The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288-R) or specified in the other sections of these specifications. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same used in the contract drawings. Submittals shall be made in the respective number of copies and to the respective addresses set forth below. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts list; certifications; warranties or other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. A copy of ENG Form 4288-R is also included at the end of this section.

### 3.2 SUBMITTAL REGISTER (ENG Form 4288-R)

At the end of this section is one set of ENG Forms 4288-R listing each item of equipment and material for which submittals are required by the specifications. Columns "a" thru "d" have been completed by the Government. The Contractor shall complete columns "f" and "h" thru "m" and return 2 completed copies to the Contracting Officer for approval within 15 calendar days after Notice to Proceed. Columns "n" and "o" are for Government action. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. This register and the progress schedules shall be coordinated. This submittal register is a guide only. All submittals are the responsibility of the Contractor.

### 3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently.

Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed on the register for review and approval. No delays, damages, or time extensions will be allowed for time lost in late submittals.

#### 3.4 TRANSMITTAL FORM (ENG Form 4025-R)

A copy of the transmittal form (ENG Form 4025-R) attached to this section shall be used for submitting both Government-approved and information-only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

#### 3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

##### 3.5.1 Procedures

Submittals shall be prepared as specified, with the required number of copies and delivered to:

U.S. Army Corps of Engineers  
Caruthersville Area Office  
906 Harry S. Truman Blvd.  
Caruthersville, Missouri 63830-1268

##### 3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025-R shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

#### 3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

#### 3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and 2 copies of the submittal will be returned to the Contractor.

### 3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Officer from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

-- End of Section --



<b>TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE</b> <i>(Read instructions on the reverse side prior to initiating this form)</i>	DATE	TRANSMITTAL NO.
---	------	-----------------

**SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS** *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____
-----	-------	--------------	--

SPECIFICATION SEC. NO. <i>(Cover only one section with each transmittal)</i>	PROJECT TITLE AND LOCATION	CHECK ONE: THIS TRANSMITTAL IS FOR <input type="checkbox"/> FIO <input type="checkbox"/> GOV'T. APPROVAL
--	----------------------------	---

ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <i>(Type size, model number/etc.)</i>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <i>(See instruction no. 8)</i>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION <i>(See instruction No. 6)</i>	FOR CE USE CODE
				SPEC. PARA. NO. <i>e.</i>	DRAWING SHEET NO. <i>f.</i>			
<i>a.</i>	<i>b.</i>	<i>c.</i>	<i>d.</i>	<i>e.</i>	<i>f.</i>	<i>g.</i>	<i>h.</i>	<i>i.</i>

REMARKS	I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.  _____ NAME AND SIGNATURE OF CONTRACTOR
---------	---

**SECTION II - APPROVAL ACTION**

ENCLOSURES RETURNED <i>(List by Item No.)</i>	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE
---	--	------

## INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other ( <i>Specify</i> )

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

*(Reverse of ENG Form 4025-R)*

[illegible]

[illegible]

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01451

CONTRACTOR QUALITY CONTROL

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1992) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (1990) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end

product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence.

### 3.2 QUALITY CONTROL PLAN

#### 3.2.1 General

The Contractor shall furnish for review by the Government, not later than 21 days after receipt of Notice of Award of the contract, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 15 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

#### 3.2.2 Content of the CQC Plan

The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the

Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with SPECIAL CONTRACT REQUIREMENTS entitled "Submittals".

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

### 3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.4 Notification of Changes

After acceptance of the QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

## 3.3 COORDINATION MEETING



After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

### 3.4 QUALITY CONTROL ORGANIZATION

#### 3.4.1 CQC System Manager

The Contractor shall identify an individual within his organization at the worksite who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be subject to acceptance by the Contracting Officer. The CQC System Manager shall be assigned as System Manager but may have other duties in addition to quality control.

#### 3.4.2 CQC Staff

A staff shall be maintained under the direction of the CQC System Manager to perform all CQC activities. An alternate will be identified to serve in the absence of the CQC System Manager. The staff must be of sufficient size to ensure adequate CQC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned CQC responsibilities and must be allowed sufficient time to carry out these responsibilities. The CQC plan will clearly state the duties and responsibilities of each staff member. All CQC Staff members or replacements shall be subject to acceptance by the Contracting Officer.

#### 3.4.3 Additional Requirement

In addition to the above requirements, the CQC System Manager including individuals appointed as alternates, shall have completed the course entitled "Construction Quality Management for Contractors", prior to performing his QC duties. This course is periodically offered by the Memphis District as well as

other Corps Districts.

### 3.5 SUBMITTALS

Submittals shall be in accordance with SPECIAL CONTRACT REQUIREMENTS entitled "Submittals". The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

### 3.6 CONTROL

The controls shall include at least three phases of control to be conducted by the CQC System Manager for all definable features of work, as follows:

#### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels is appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

#### 3.6.4 Additional Preparatory and Initial Phases

As determined by the Government, additional preparatory and initial phases may be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, on-site production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

### 3.7 TESTS

#### 3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer,

actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

### 3.7.2 Testing Laboratories

#### 3.7.2.1 Capability Check

The Contracting Officer reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

#### 3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor. There will be no extension of time allowed due to necessity to perform capability rechecks.

### 3.7.3 On-Site Laboratory

The Contracting Officer reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

### 3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered by the Contractor to a location specified by the Contracting Officer.

## 3.8 COMPLETION INSPECTION

At the completion of all work or any increment thereof established by a completion time stated in the Special Contract Requirements entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the

specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

### 3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or

specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

DIVISION 2 - SITE WORK  
SECTION 02385  
DOLPHIN

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SECTION 02385

DOLPHIN

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, materials and equipment and performing all operations necessary for removing and replacing one, 3-pile, concrete-filled, steel pipe dolphin as shown on the drawings and/or specified herein.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations including, but not limited to the following:

(1) Materials

Properties, type, quality, certificates.

(2) Pile Driving

Placement, alignment, batter, location, driving, splicing, equipment, elevations, tolerances.

(3) Bracing

Materials, welding, construction, gusset plates, top plate.

(4) Concrete Fill

Materials, filling of piling.

A copy of these records and tests, as well as the records of corrective action taken, will be furnished the Government.

1.3 APPLICABLE PUBLICATIONS

The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the reference thereto:

AMERICAN WELDING SOCIETY (AWS)

D 1.1-94 Structural Welding Code

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A 36/A36M-96 Carbon Structural Steel

A 53-96	Pipe, Steel, Black and Hot-Dipped, Zinc Coated Welded and Seamless
A 252-90	Welded and Seamless Steel Pipe Piles
C 33-92a	Concrete Aggregates
C 94-92a	Ready-Mixed Concrete
E 329-95c	Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

#### 1.4 SUBMITTALS

##### 1.4.1 Equipment Descriptions

The Contractor shall submit complete descriptions of pile driving equipment, including hammers, extractors, protecting caps and other appurtenances to the Contracting Officer for approval prior to commencement of work.

##### 1.4.2 Certificates

Certificates of compliance shall be submitted to the Contracting Officer in accordance with SECTION 00800 paragraph 1.15 for the materials listed in paragraphs 2.1.1, 2.1.2, and 2.1.3 below. A certificate of compliance will also be required attesting that concrete furnished meets the requirements of ASTM C 94.

##### 1.4.3 Concrete Mixture Proportions

Concrete mixture proportions shall be determined by the Contractor and submitted for information only (IFO). The proportions of all ingredients and nominal maximum coarse aggregate size that will be used in the manufacture of the concrete shall be stated. Proportions shall indicate weight of cement and water and weight of aggregates in a saturated surface-dry condition. The submission shall be accompanied by test reports from a laboratory complying with ASTM E 329 attesting that proportions thus selected will produce concrete of the quality indicated. No substitution shall be made in the source or type of materials used in the work without additional tests to show that the new materials and quality of concrete are satisfactory.

## PART 2 PRODUCTS

### 2.1 MATERIALS

#### 2.1.1 Steel Pipe Piles

Steel pipe piles shall be open end piles conforming to the requirements of ASTM A 252, Grade 2, diameter and wall thickness as indicated on the drawings.

#### 2.1.2 Steel Pipe Braces

Steel pipe for bracing shall be standard weight, Schedule 40, black steel pipe conforming to the requirements of ASTM A 53.

#### 2.1.3 Gussets and Top Plate

Steel gussets and top plate shall conform to the requirements of ASTM A 36, and shall be nongalvanized.

#### 2.1.4 Concrete

The concrete shall be as specified in paragraph 3.12 below.

### PART 3 EXECUTION

#### 3.1 GENERAL

The Contractor shall remove dolphin No. 5 and replace it with a new one by driving three (3) steel pipe piles as described above and as shown on the drawings. The pipe piles shall be filled with concrete per paragraph 3.12 below and exterior of each pile shall be painted as described in SECTION 09900 - PAINTING. The new No. 5 dolphin shall be located as indicated on the drawings or as directed by the Contracting Officer. The piles salvaged from the pulled dolphin will become the property of the Contractor and shall be removed from the job site. All piles broken off below elevation 295.0 shall remain in place unless otherwise directed by the Contracting Officer. All labor for the pile driving operations shall be furnished by the Contractor.

#### 3.2 WELDING

Welding, qualification of welders, and inspection of welds shall be in accordance with the applicable provision of AWS D1.1

#### 3.3 STORAGE AND HANDLING OF PIPES

Barges and other floating plant used in the work may be moored at locations designated by the Contracting Officer.

#### 3.4 LENGTHS OF PILES

The steel pipe piles shall be driven to the required depths at the locations shown on the drawings.

#### 3.5 PLACING

Piles shall be driven as accurately as practicable in the correct locations true to line both laterally and longitudinally and to the batter lines, all as shown on the contract drawings. Center lines of the piles shall not vary more than 1/8-inch per foot from the batter line. The maximum horizontal deviation of the head of the pile from the position shown on the drawing shall be not more than 3 inches. If the piles as driven do not meet the requirements, they shall be pulled and replaced by the Contractor at no additional cost to the Government.

#### 3.6 PILE DRIVING

##### 3.6.1 General

A complete and accurate record of the driving of piles shall be compiled by the Contractor on LMM Form 601 for submission to the Contracting Officer. This record shall include pile dimensions and location, the number of blows required for each foot of penetration throughout the entire length of each pile and any other pertinent information requested by the Contracting Officer. Copies of LMM Form 601, Pile Driving Record, will be furnished to the Contractor upon request. Piles shall be driven by an approved diesel hammer, steam hammer, vibratory hammer or air hammer of a size and type suitable for the work. The hammer shall be as approved by the Contracting Officer. The Contractor shall submit literature and catalogue cuts with pictures for hammer and cushion. The hammer shall develop an energy of not less than 15,000 foot-pounds. The hammer shall be operated at all times at the steam or air pressure and at the speed recommended by the manufacturer. Boiler or compressor capacity shall be sufficient to operate the hammer continuously at full rated speed. Piles shall be protected during driving by a cushion and cap of approved design. Pile drivers shall have firmly supported leads extending to the lowest point the hammer must reach to drive the piles to cut-off elevation without the use of a follower. A pile shall not be driven until it is approved for driving.

#### 3.6.2 Driving

Each pile shall be driven continuously and without voluntary interruption until the required depth of penetration has been attained. Deviation from this procedure will be permitted only in case the driving is stopped by causes which could not reasonably have been anticipated. A pile which cannot be driven to the required depth because of an underground obstruction shall be pulled and redriven if the obstruction can be removed or penetrated or the pile shall be cut off whichever is directed by the Contracting Officer. Water jets may be used to assist driving only when specifically authorized by the Contracting Officer and he may require their use where satisfactory driving is not obtained otherwise. Where jetting is authorized, the jetting equipment shall be of a type and capacity approved by the Contracting Officer. All jetted piles shall be seated by driving the pile 2 to 5 feet after jetting has been stopped unless previously stated driving rate is exceeded. If jetting is necessary, it will be used only to the extent to assist driving and maintaining the maximum driving rate. Piles which have uplifted after driving shall be redriven to grade after conclusion of other driving activity in that general area. Unless otherwise authorized all pile tops shall be driven to the cut-off elevations.

#### 3.7 DAMAGED AND MISPLACED PILES

Any pile which is cracked or broken because of internal defects or by improper handling or driving, or which is otherwise injured so as to impair it for its intended use, or any pile driven out of proper location, shall be removed and replaced, if at all possible. If the Contracting Officer determines it is impracticable to remove piles, they may be cut off at the elevation of the existing bed. All work of removal and cost of replacement shall be borne by the Contractor at no additional expense to the Government.

### 3.8 CUT-OFFS

Batter piles shall be driven to just above the cut-off elevation and shall be cut-off along a horizontal plane as shown on Contract Drawing No. 3. Cutting methods shall be used which will not damage the portion of the pile to be left in place.

### 3.9 SPLICES

Field splices should be avoided for lengths under 40 feet. When authorized by the Contracting Officer, splicing shall be of the full penetration butt-weld type. Unless otherwise authorized by the Contracting Officer, only two splices shall be permitted per length of pile. Splices shall be designed and construction to maintain the true alignment and position of the pile sections. Splices shall develop the full strength of the pile in both bearing and bending. Proprietary prefabricated splicer sleeves may be used upon prior approval by the Contracting Officer.

### 3.10 REMOVAL AND REPLACEMENT OF EXISTING RIPRAP

The Contractor shall remove existing riprap to the extent necessary to perform the work as approved by the Contracting Officer. Piling shall not be driven through existing riprap. Riprap removed shall be stockpiled and replaced around the site after completion of the work. Care shall be taken to minimize damage to new dolphin or painting.

### 3.11 BRACES, GUSSETS, AND TOP PLATE

Steel pipe braces, and steel plate gussets and top plate shall be installed at the locations and in the manner indicated on the drawings. The Contractor's attention is invited to the fact that the lengths of bracing pipes may vary from those indicated on the drawings, depending upon the final position of the dolphin piles as driven within the specified tolerances. Ends of braces shall be prepared as indicated on the drawings to fit against the rounded surface of the piling. The top plates and gussets shall be installed in a manner that will provide a watertight fit.

### 3.12 CONCRETE FILL

#### 3.12.1 General

Materials and mixing of concrete shall conform to the requirements of ASTM C 94 and the Contractor shall design the concrete mix to conform to the requirements of ASTM C 33 size 467 coarse aggregate, 6-1/2 inch  $\pm$  1-1/2 inch slump and 5%  $\pm$  1-1/2 % air content per batch. The concrete shall develop a strength of 2000 psi within a period of 28 days. The steel pipe piles shall be completely filled with concrete conforming to the requirements above; however, removal of earth material which has entered the bottom end of the piles in the process of driving will not be required. Concrete shall be placed within one and one-half hours after introduction of the cement to the aggregates. Placement in each steel pipe pile shall proceed without interruption until the concrete has been brought to the top of the steel pipe. No concrete shall be placed in any steel pipe pile until the Contracting Officer has inspected the pile for deformations and water. All three

piles of a dolphin shall be in place complete with bracing prior to placement of concrete in such piles. Concrete shall not be dropped through water. Concrete may be placed by either the tremie method or pump method as specified in 3.12.2 and 3.12.3 below.

#### 3.12.2 Tremie Method

The tremie shall be watertight and sufficiently large to permit a free flow of concrete. The discharge end shall be kept submerged continuously in the concrete.

#### 3.12.3 Pump Method

Concrete may be placed by positive displacement pump. The pumping equipment shall be piston or squeeze pressure type. The pipeline shall be rigid steel pipe or heavy duty flexible hose. The inside diameter of the pipe shall be at least three times the nominal maximum size coarse aggregate in the concrete mixture to be pumped but not less than 4 inches. The maximum size coarse aggregate will not be reduced to accommodate the pumps. The distance to be pumped shall not exceed limits recommended by the pump manufacturer. The concrete shall be supplied to the concrete pump continuously. When pumping is completed, concrete remaining in the pipeline shall be ejected without contamination of concrete in place. After each operation, equipment shall be thoroughly cleaned, and flushing water shall be wasted outside of the forms. The discharge end of the pump line shall be kept within 2 feet of the top of concrete.

-- End of Section --

Invitation No. DACW66-00-B-0002

DIVISION 3 - CONCRETE

THRU

DIVISION 8 - DOORS, WINDOWS AND GLASS

(NOT USED)

DIVISION 9 - FINISHES

SECTION 09900

PAINTING

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SECTION 09900

PAINTING

PART 1 GENERAL

1.1 SCOPE

The work covered by this section of the specifications consists of furnishing all plant, labor, equipment, appliances, and materials and performing all operations in connection with preparation of surfaces and application of paint and other specified materials to the replacement dolphin at the Outlet Structure of Goose Pond Pumping Station. This work shall be accomplished complete and in strict accordance with the specifications and the applicable drawings, and subject to the terms and conditions of the contract.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with contract requirements and maintain records of his quality control for all construction operations including but not limited to the following:

(1) Materials

Quality, packaging, labeling, storage, mixing.

(2) Preparation of Surfaces

Cloths, solvents, dust-free work areas, machinery protection, methods used, adherence to specified standards, timely application of prime and protective coat after cleaning.

(3) Application

Temperature, surface conditions, holidays, bubble, runs, protection of surfaces after painting, timely application of coats, methods of application, minimum drying periods, coverage, ventilation in enclosed areas, paint system.

A copy of these records and tests, as well as the records of corrective action taken, shall be furnished the Government.

1.3 APPLICABLE PUBLICATIONS

The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the references thereto:

COMPRESSED GAS ASSOCIATION, INC. (CGA)

Pamphlet G-7.1

Commodity Specification for Air

1973

Available from:  
Compressed Gas Assoc., Inc.  
500 Fifth Avenue  
New York, NY 10036

#### STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC-SP 10-63T                      No. 10 Near-White Blast Cleaning

SSPC-SP 16-68T                      No. 16, Coal-Tar Epoxy-Polyamide  
Black (or Dark Red) Paint  
Available from:  
Steel Structures Painting Council  
4400 Fifth Avenue  
Pittsburgh, PA 15213

### 1.4 DEFINITIONS AND NOMENCLATURE

#### 1.4.1 Paint

The term "paint" as used herein includes the paint to be used as prime, intermediate, and finish coats.

#### 1.4.2 Field Painting

The term "field painting" as referred to herein and/or on the drawings covers surface preparation and painting operations conducted at the project site.

#### 1.4.3 Touchup Painting

The term "touchup painting" refers to the application of paint on small areas of painted surfaces to repair mars, scratches, and small areas where the coating has deteriorated in order to restore the coating to an unbroken condition.

#### 1.4.4 Repainting

The term "repainting" designates the cleaning and recoating with the same or similar materials originally used on extensive areas on which the existing coatings have deteriorated or other wise have not provided adequate protection.

### 1.5 PACKAGING, LABELING, DELIVERY, AND STORAGE OF PAINT

Paint shall be so processed and packaged as to insure that within a period of 1 year from date of manufacture, it will not gel, liver or thicken deleteriously, or form gas in the closed container. Paint, unless otherwise specified or permitted, shall be packaged in standard containers not larger than 5 gallons in size, with removable friction or lug-type covers. Each container of paint shall be clearly and durably labeled to indicate the purchaser's order number, date of manufacture, manufacturer's batch number, quantity, color, component identification, and the designated name and formula or specification number of the paint together with special labeling instructions, when specified. Paint shall be delivered to the job in unbroken containers. Paint that can be harmed by exposure to cold weather shall be stored in

ventilated, heated shelters. All paint shall be stored under cover from the elements and in locations free from sparks and flames.

#### 1.6 SAFETY AND HEALTH PROVISIONS

The Contractor shall comply with the safety and health provisions contained in the CONTRACT CLAUSE entitled "Accident Prevention", FAR 52.236-13 I. The following additional provisions are intended to amplify those contained in the aforementioned clause. In any conflict between the "Accident Prevention" clause and this section, the provisions of this section shall govern. The Contractor shall develop all required safety and health plans and procedures consistent with current Federal regulations as described in 29 CFR 1910, Occupational Safety and Health Standards; 29 CFR 1926, Safety and Health Regulations for Construction; EM 385-1-1, US Army Corps of Engineers Safety and Health Requirements Manual; and permissible exposure limits (PELS) contained in the latest edition of the booklet entitled, "Threshold Limit Values for Chemical Substances and Physical Agents in the Work Environment and Biological Indices with Intended Changes". The Contractor shall comply with the more stringent PELs contained in either 29 CFR Part 1910 or the ACGIH booklet. The safety provisions contained herein are in addition to those listed in the SPECIAL CLAUSES.

##### 1.6.1 Abrasive Blasting

###### 1.6.1.1 Hoses and Nozzles

Hose of a type to prevent shocks from static electricity shall be used. Hose lengths shall be joined by metal couplings to the outside of the hose to avoid erosion and weakening of the couplings. The couplings shall be fastened together in a way which will prevent accidental disengagement. Nozzles shall be attached to the hose by fittings that will prevent the nozzle from unintentionally becoming disengaged. Nozzle attachments shall be of metal and shall fit onto the hose externally. A dead man control device shall be provided at the nozzle end of the blasting hose to cut off the flow in the event the blaster loses control of the hose. Hoses and all fittings used for abrasive blasting shall be inspected frequently to insure timely replacement before an unsafe amount of wear has occurred.

###### 1.6.1.2 Blasting Helmets

Abrasive blasters under all circumstances shall be protected by airline fed abrasive blasting helmets of a positive pressure type certified by the National Institute for Occupational Safety and Health (NIOSH) or the Mining Enforcement Safety Administration (MESA). Breathing air, source of supply, and other respirator criteria shall meet the same requirements as set forth in 1.6.5.2. below for spray painting.

###### 1.6.1.3 Protective Clothing

The blaster shall be protected against injury from exposure to the blast by appropriate protective clothing including gloves.

###### 1.6.1.4 Workers Other Than Blasters

Workers other than blasters, working in areas where unsafe concentrations of abrasive materials and dusts are present, shall be protected by safety goggles and filter type dust respirators. The safety goggles shall be kept clean, fit well, contain lenses of unbreakable glass or plastic, and allow adequate peripheral as well as straight ahead vision. Persons whose vision requires the use of corrective lenses in spectacles shall wear safety goggles that can be worn over the spectacles without disturbing the adjustment of the spectacles. The filter type dust respirators shall be certified by NIOSH or MESA for dusts not significantly more toxic than lead.

#### 1.6.2 Cleaning With Compressed Air

When cleaning with compressed air, the same safety provisions as required for abrasive blasters in 1.6.1 above, including the use of air-line fed abrasive blasting helmets, shall apply.

#### 1.6.3 Cleaning With Solvents

##### 1.6.3.1 Ventilation

Either natural ventilation or mechanical exhaust ventilation shall be used to remove the vapor at the source and to dilute the concentration of vapors in an included working space to a concentration which is safe for the entire work period.

##### 1.6.3.2 Work Areas Without Ventilation

Employees shall be protected against organic vapors in work areas without ventilation by respirators certified by NIOSH or MESA.

##### 1.6.3.3 Protective Clothing

Exposure of skin and eyes shall be avoided by use of butyl gloves and apron, and safety goggles. The safety goggles shall meet the same requirements as specified above in 1.6.1.

#### 1.6.4 Pretreatment of Metals With Phosphoric Acid or Similar Type Acids

Workers shall use chemical face shields and butyl gloves and aprons. If eyes should be contaminated, copious quantities of water shall be used to irrigate the eyes for at least 15 minutes. Medical attention should be sought.

#### 1.6.5 Paint Application

##### 1.6.5.1 Fire and Explosion Prevention

##### 1.6.5.1.1 Ventilation

For painting in inclosed spaces with paint made or volatile organic solvents, sufficient exhaust ventilation shall be provided to exchange the air in the enclosed spaces with fresh air at the rate of 5,000 cfm for each spray gun in operation. All parts of enclosed spaces shall be swept by moving air. The air in enclosed spaces shall be safe at all

times from fire and explosion hazards as determined by a calibrated explosimeter or organic vapor analyzer. Exhaust ducts shall discharge clear of working areas and away from sources of possible ignition. Periodic tests shall be made to ensure that the exhausted vapors are not accumulating in other areas. If the ventilation fails, painting shall be stopped and the compartment shall be evacuated until sufficient exhaust ventilating is provided. Ventilation shall be continued after the completion of painting until the paint film is no longer giving off appreciable amounts of solvent vapors. The final determination as to whether appreciable amounts of solvent vapors are given off shall be made after the ventilating equipment has been shut off for at least ten minutes.

#### 1.6.5.1.2 Explosion Proof Equipment

All electrical wiring, lights, and other equipment located in a spraying area where a concentration of solvent vapors may occur shall be an explosion-proof type approved by the Underwriters' Laboratories for Class 1, Division 1, Group D, Hazardous Locations. Electrical wiring, motors, and other equipment outside of but within 20 feet of any spraying area, shall not produce sparks under normal operating conditions and shall otherwise conform to the provisions for class 1, Division 2, Group D, Hazardous Locations. Electric motors driving exhaust fans shall not produce sparks under normal operating conditions and shall otherwise conform to the provisions for class 1, Division 2, Group D, Hazardous Locations. Electric motors driving exhaust fans shall not be placed inside spraying areas or ducts. Fans shall have nonferrous blades. Portable air ducts shall also be nonferrous materials. All motors and associated control equipment shall be properly maintained and grounded. The metallic parts of air moving devices, spray guns, connecting tubing and all duct work shall be electrically bonded and the bonded assembly grounded.

#### 1.6.5.1.3 Further Precautions

Workers shall wear non-sparking safety shoes. All solvent drums taken into the spraying area shall be placed on non-ferrous surfaces and shall be grounded. Metallic contact shall be maintained between containers and drums when materials are being transferred from one to another. A competent person shall inspect all power and lighting cables to ensure that the insulation is in excellent condition, free of all cracks and worn spots, that there are no connections within fifty (50) feet of the operation, that lines are not overloaded, and that they are suspended with sufficient slack to prevent undue stress or chafing. Ignition sources, to include matches, lighted cigarettes, cigars, or pipes, and cigarette lighters shall be prohibited in area of solvent cleaning, paint storage, paint mixing, or paint application.

#### 1.6.5.2 Health Protection

##### 1.6.5.2.1 Respirators

During all spray painting operations in which paint made of volatile organic solvents is being used, continuous flow air-line respirators certified by NIOSH or MESA shall be used. In enclosed spaces, respirators with full face-pieces and hoods shall be used. Such respirators shall be equipped with a pressure control valve with a

quick disconnect feature that activates an automatic shutoff to stop air flow when disconnected, a pressure regulator, and in-line air filters for removal of dusts, mists, fumes, and smokes from the source of air supply. The air line couplings shall be incompatible with outlets for other gas systems.

#### 1.6.5.2.2 Breathing Air

Breathing air shall meet the requirements of the Specification Grade D breathing air as described in the CGA Pamphlet G-7.1.

#### 1.6.5.2.3 Air Compressor

A breathing air type of air compressor shall be used as the source of air supply. If an oil-lubricated compressor is used to provide breathing air for the respirators, it shall be equipped with a high-temperature alarm or carbon monoxide alarm, or both. If only a high temperature alarm is used, frequent testing of the compressor air will be necessary.

#### 1.6.5.2.4 Protective Clothing

Workers shall wear cotton work clothes, which cover arms and legs, and gloves.

#### 1.6.5.2.5 Protective Program

A respiratory protective program for the use and maintenance of respirators shall be established. The program shall include instructing and training in the proper use and maintenance of respirators and their limitations. The training shall provide the user and opportunity to handle the respirator, have it fitted properly, test its face-piece-to-face seal, wear it in normal air for a long familiarity period, and finally, to wear it in a test atmosphere. When the user must wear corrective spectacles or corrective lenses as part of the face-piece, they shall be worn so as to provide good vision, comfort, and a gas-tight face-piece-to-face-seal. The maintenance program shall provide for the inspection for defects (including a leak check), cleaning and disinfecting, repair, and storage.

#### 1.6.5.2.6 Medical Status

The respirator user's medical status shall be determined by a physician and reviewed periodically (for instance, annually). Persons shall not be assigned to tasks requiring the use of respirators unless it has been determined that they are physically able to perform the work and use the equipment and have no illness which may be aggravated by intended painting operations.

### PART 2 PRODUCTS (NOT APPLICABLE)

### PART 3 EXECUTION

#### 3.1 CLEANING AND PREPARATION OF SURFACES TO BE PAINTED

Surfaces to be painted shall be clean before applying paint or surface treatments. Cleaning and preparation of surfaces shall conform to the requirements for "Near-White Blast Cleaning" as specified in SSPC-SP SP-5.

## 3.2 REQUIREMENTS

### 3.2.1 General

Under the provisions of this section, paint system 6-A-Z as described in paragraph 3.4 will be applied to the replacement dolphin. Prime coats 1 and 2 may be applied in the shop or field but prior to erection such that all surfaces below ground contain a minimum of two primer coats. If shop painted, any damage to the two primer coats will be touched up before erection. Primer retouching will also be required as a result of welding of braces, gussets and top plate to that portion of dolphin above ground. Application of final two coats of the system shall be accomplished only after all fabrication, erection, welding, cleaning and primer touch up have been performed.

### 3.2.2 Certificates

Certificates of compliance for the paint shall be submitted to the Contracting Officer certifying that the paint to be used conforms to the specifications.

## 3.3 PAINT APPLICATION

### 3.3.1 General

The finished coating shall be free from holidays, pinholes, bubbles, runs, drops, ridges, waves, laps, unnecessary brush marks, and variations in color, texture, and gloss. Application of initial or subsequent coatings shall not commence until a Government representative has verified that atmospheric conditions and the surfaces to be coated are satisfactory or has waived specific verification. All paint coats shall be applied in such manner as to produce an even, continuous film of uniform thickness. Edges, corners, crevices, seams, joints, welds, and other surface irregularities shall receive special attention to insure that they receive an adequate thickness of paint. Spray equipment shall be equipped with traps and separators and where appropriate, mechanical agitators, pressure gages, pressure regulators, and screens or filters. Air caps, nozzles, and needles shall be as recommended by the spray equipment manufacturer for the material being applied. Airless-type spray equipment shall be used only on broad, flat, or otherwise simply configured surfaces, except that it may be employed for general painting if the spray gun is equipped with dual tips of proper types and orifice sizes.

### 3.3.2 Mixing and Thinning

Paint shall be thoroughly mixed, strained where necessary, and kept at a uniform composition and consistency during application. Where necessary, in the opinion of the inspector, to suit conditions of surface, temperature, weather, and method of application, the packaged paint may be thinned immediately prior to use by the addition of not more than 1 pint per gallon of the proper thinner, provided that this



general limitation shall not apply when more specific thinning directions are provided. Paint that has been stored at low temperature shall be brought up to at least 70 degrees F before being mixed and thinned, and its temperature in the spray tank or other working container shall not fall below 60 degrees F during application. Paint that has deteriorated in any manner to such degree that cannot be restored to essentially its original condition by customary field-mixing methods shall not be used and shall be removed from the project site. Paint that is more than 1 year old shall be sampled and submitted for testing to determine its suitability for application.

#### 3.3.3. Atmospheric and Surface Conditions

Paint shall be applied only to surfaces that are above the dewpoint temperature and that are completely free of moisture as determined by sight and touch. In no case shall any paint be applied to surfaces upon which there is detectable frost or ice. Except as otherwise specified, the temperature of the surfaces to be painted and of air in contact therewith shall be not less than 45 degrees F during paint application nor shall paint be applied if the surfaces can be expected to drop to 32 degrees F or lower before the film has dried to a reasonably firm condition. During periods of inclement weather, painting may be continued by enclosing the surfaces and applying artificial heat, provided the minimum temperatures and surface dryness requirements prescribed above are maintained. Paint shall not be applied to surfaces heated by direct sunlight or other sources to temperatures that will cause detrimental blistering, pinholing, or porosity of the film.

#### 3.3.4 Time Between Surface Preparation and Painting

Surfaces that have been cleaned and/or otherwise prepared for painting shall be primed as soon as practicable after such preparation has been completed, but in any event, prior to any deterioration of the prepared surface.

#### 3.3.5 Method of Paint Application

Unless otherwise specified paint shall be applied by brush or spray to the metal surfaces. Special attention shall be directed toward insuring adequate coverage of edges, corners, crevices, welds, and similar surface irregularities. Other methods of application on metal surfaces shall be subject to the specific approval of the Contracting Officer. Whenever application of paint by a specific method to a surface is permitted or directed, it is to be understood that all areas inaccessible to that method shall be coated by alternate means.

#### 3.3.6 Coverage and Film Thickness

The actual surface area coverage shall be as prescribed in 3.4 below. The combined coats of the specified paint system shall completely hide the base surface and the finish coat shall completely hide undercoats.

#### 3.3.7 Progress of Painting Work

Where field painting on any type of surface has commenced, the complete painting operation, including priming and finishing coats, on that

portion of the work, shall be completed as soon as practicable, without prolonged delays. Sufficient time shall elapse between successive coats to permit them to dry properly for coating, and this period shall be modified as necessary to suit adverse weather conditions. Paint shall be considered dry for recoating when it feels firm, does not deform or feel sticky under moderate pressure of the finger, and the application of another coat of paint does not cause such film irregularities as lifting or loss of adhesion of the undercoat. All coats of all painted surfaces shall be unscarred and completely integral at the time of application of succeeding coats. At the time of application of each successive coat, undercoats shall be cleaned of dust, grease, or foreign matter by means of airblast, solvent cleaning, or other suitable means. Cement and mortar deposits on painted steel surfaces, not satisfactorily removed by ordinary cleaning methods, shall be brush-off blast cleaned and completely repainted as required. Undercoats of high gloss shall, if necessary for establishment of good adhesion, be scuff sanded, solvent wiped, or otherwise treated prior to application of a succeeding coat. Field coats on metal shall applied after erection.

### 3.3.8 Drying Time Prior to Immersion

Painted surfaces that are to be immersed in water shall be permitted a final drying time as long as practicable.

### 3.3.9 Protection of Painted Surfaces

Where shelter and/or heat are provided for painted surfaces during inclement weather such protective measures shall be maintained until the paint film has dried, and discontinuance of the measures is authorized. Items that have been painted shall not be handled, worked on, or otherwise disturbed until the paint coat is fully dry and hard.

## 3.4 PAINT SYSTEM 6-A-Z

Items or surfaces to be coated: The steel pile dolphin including all associated plates and bracing

Surface	Paint Formulas to be Applied			
	1 <sup>st</sup> Coat	2 <sup>nd</sup> Coat	3 <sup>rd</sup> Coat	4 <sup>th</sup> Coat
Approaching white metal blast cleaning	Epoxy Zinc-rich paint E-303d	Epoxy Zinc-rich paint E-303d	Coal Tar Epoxy (black) C-200a	Coal Tar Epoxy (black)C-200a

Surfaces shall be coated with the system indicated in the schedule and/or as noted on the drawings in accordance with the following instructions:

System No. 6-A-Z

The epoxy zinc-rich paint shall be applied in not less than two single, half-lapped spray coats to an average dry film thickness of not less than 3.0 mils and a thickness of not less than 2.5 miles at any point. After a drying period of not less than six hours nor more than 96 hours for the second zinc-rich coat at least two coats of coal tar epoxy paint shall be applied to provide a minimum thickness at any point of 16 mils for the completed system. If the second coat of epoxy zinc-rich paint has been applied in the shop or otherwise has been permitted to cure for longer than 96 hours, it shall be completely recoated with an additional thin tack of the zinc-rich paint which in turn shall be overcoated within 96 hours with the first coat of coal tar epoxy. The specified film thickness, including the prescribed total, shall be attained in any event, and any additional coats needed to do so shall be applied at no additional cost to the Government. See safety provisions and special directions for mixing and applying C-200a coal tar epoxy and E-303d zinc-rich paints.

### 3.5 PROTECTION OF NON-PAINTED ITEMS AND CLEAN-UP

All items in the vicinity of the surfaces being painted shall be maintained free of damage by paint or painting activities. Prompt clean-up of any paint spillage and prompt repair of any painting activity damage shall be required.

--End of Section--

Invitation No. DACW66-00-B-0002

DIVISION 10 - SPECIALITIES

THRU

DIVISION 16 - ELECTRICAL

(NOT USED)